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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE BOARD OF APPEALS AND INTERFERENCES**

In re Application of:

Kenneth Buck ALBRITTON

Appeal No. _____

Serial No.: 09/995,615

Examiner: MAI, TRI M.

Filed: 29 November 2001

Art Unit: 3781

For: PORTABLE LOCKER BACKPACK (*as amended*)

TRANSMITTAL OF SUBSTITUTE APPEAL BRIEF

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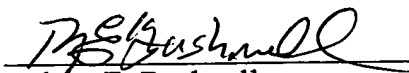
Sir:

Accompanying this transmittal is a Substitute Appeal Brief, in response to the Notification of Non-Compliant Appeal Brief under 37 C.F.R. §41.37 (Paper No. 20061016) mailed on 23 October 2006.

In accordance with the instructions set forth in the Notification, in the accompanying Substitute Appeal Brief, the section, "Evidence appendix" has been corrected, and copies of evidence of commercial success filed on 21 November 2003 and filed on 23 December 2004 are included.

Should questions remain unresolved however, the Examiner is respectfully requested to telephone undersigned attorney.

Respectfully submitted,


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Folio: P56341
Date: 11/21/06
I.D.: REB/sb



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Attn: Board of Patent Appeals & Interferences

SUBSTITUTE APPEAL BRIEF

Mail Stop: Appeal Brief - Patents

Board of Patent Appeals and Interferences
United States Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

In response to Notification of Non-Compliant Appeal Brief (Paper No. 20061016) mailed on 23 October 2006, the substitute Appeal Brief is submitted. Appellant hereby appeals to the Board of Patent Appeals and Interferences from the final rejections of claims 24-27, 32, 34, 35 and 37-55 as set forth in the final Office action (Paper No. 20050207) mailed on 11 February 2005.

Folio: P56341
Date: 11/21/06
I.D.: REB/SS/sb

I. REAL PARTY IN INTEREST

Pursuant to 37 CFR §41.37(c)(1)(as amended), the real party in interest is:

Kenneth Buck ALBRITTON
11227 Mayers Run Drive
Ashland, VA 23005 United States

the sole inventor of the subject matter defined by the pending claims.

II. RELATED APPEALS AND INTERFERENCES

There is no other appeal or interference known to the appellant, appellant's legal representatives, or assignee, which will directly affect, be directly affected by, or have a bearing on the Board's decision in the pending appeal.

III. STATUS OF CLAIMS

Claims 24-27, 32, 34, 35 and 37-55 are pending in this application. Claims 1-23, 28-31, 33 and 36 were previously cancelled. All of the pending claims 24-27, 32, 34, 35 and 37-55 stand finally rejected as stated in the final Office action (Paper No. 20050207) mailed on 11 February 2005.

Appellant here appeals from the final rejection of claims 24-27, 32, 34, 35 and 37-55.

IV. STATUS OF AMENDMENTS

No Amendment was filed after the final Office action (Paper No. 20050207) mailed on 11 February 2005.,

V. SUMMARY OF CLAIMED SUBJECT MATTER

In conformance with 37 C.F.R. §41.37(c)(1)(v), a backpack 710, as seen in Fig. 8 has a hook 712 that is shaped to hang on top of a door. The hook 712 is attached to a strap 713 that allows the bag to rest on the floor, thereby reducing the weight on the hanging structure. A clasp 714 are attached on the pockets 770 to help secure items inside. The clasp 714 can be substituted with velcro or other similar means. Elastic is sewn into the strap 716 to keep the strap 716 at the top of each compartment straight and assist in securing the items in the compartments. Smaller items are stored in the middle compartments 718 and are structured to allow the top to fold down smoothly. Side handles 720 are sewn into the side walls 724 to accommodate additional carrying options. A mesh wall 722 is used to hold any smaller items in the bottom and the wall 722 assists in holding the sides together.¹

As seen in Fig. 10, the backpack 710 is in a closed position. The backpack 710 has a top mesh pocket 732 and a bottom mesh pocket 730. Each of the pockets has only a portion that is made of mesh material and the remaining portion of the pockets being of solid material that is not see-through. Solid material that is not see-through is a material that one cannot see through with an unaided eye. The mesh materials 730 and 732 accommodate a ventilation of the pockets. The bottom pocket with the mesh material 730 can have door zippers 740. I-rings are attached to the front portion of the closed backpack to allow for attachments such as bungee cord to attach

¹Original Specification, paragraph 59, page 16, line 16 -page 17, line 3.

additional items such as camping equipment or snowboards. An adjustable strap 734 is transversely disposed near the middle section of the front portion of the closed backpack 710. The adjustable strap 734 can secure bulky items such as butt-pads for ice hockey. The butt-pads for instance can hook to the outside with the adjustable clasp 736. The adjustable strap 734 allows for the size of the backpack 710 to be not excessively large since the adjustable strap can take care of extremely bulky equipment. Since, the backpack 710 can be carried on the back of a user, an excessively large bag may not be desirable. A handle 728 is attached to the top portion of the backpack 720 allowing further flexibility for a user to carry the backpack 710. The backpack 710 can be closed from an open position as seen in Fig. 8 to the closed position as seen in Fig. 10 with a zipper 738 or other fastening means. The side walls 724 can be of a solid material that may or may not accommodate ventilation or the side walls can be of a mesh material 725 as seen in Fig. 17 that accommodates a ventilation of the inside of the bag 710 through the side walls. The mesh material 725 being on the side walls (on both sides of the bag) is important because all the inner compartments 770 can be ventilated properly. If both side walls are made of a material that allows ventilation like the mesh material 725, then a cross vent is created to increase the ventilation of the inner compartments (pockets) 770. Furthermore, because the material mesh 725 material is on the side walls, it is not so prone to being worn out as if it was on the front or back side of the bag. The side walls 724 extend from each side of the bottom portion 782 of the back wall 780 of the backpack 710 where the bottom portion 782 of the back wall 780 of the backpack 710 has a greater width than the top portion 784 of the back wall 780 of the backpack 710. The side walls 724 form angles with the extended portion 786 of the bottom back wall 782 of the backpack 710 accommodating a backpack

that closes all sides which then stop any loose items that get out of the compartments 770 from being released from the bag 710.²

Looking at Fig. 11, the backpack 710 (and also on bag 810) can have also a strap 752 secured to the top of the bag 710 that allows for clothes hangers to hang for jerseys or street clothes. A 1 inch webbing 756 under 1 ½ inch webbing is added before stitching. A 1 inch webbing is placed under top clasp before stitching. There must be enough slack allowed for attachment of hangers holding jersey or other clothes. The total webbing length being added appears to be about 6 inches. The 6 inches allows for one inch to be under the top webbing for securement and one inch to be under other clasp strap 758 with four inches exposed allowing for enough slack to hang hangers for jerseys and clothes. A clasp 754 is attached to the clasp strap 752 for hanging the jerseys or street clothes.³

Wheels can also be added to any of the above embodiments allowing a user to cart the bag. The backpacks 210, 610, and 710 may especially have wheels on a bottom portion allowing for a user to cart the backpacks 210, 610, and 710. Referring to Fig. 15, the backpack 910 is the same as backpack 710 except that backpack 910 includes a pair of wheels 920 that allows for the backpack 910 to be transported on the ground by rolling the backpack along the ground or other surface by pulling from the handle 940. The backpack 910 further includes a pair of straps 930 accommodating a user to carry the backpack 910 on his or her back.⁴

²Original Specification, paragraph 61, page 17, line 15-page 19, line 2.

³Original Specification, paragraph 62, page 19, lines 3-11.

⁴Original Specification, paragraph 63, page 19, lines 12-18.

VI. GROUNDS OF REJECTION TO BE REVIEWED ON APPEAL

A. Whether claims 41, 43, 45, and 46-53 are improperly rejected under 35USC§112, first paragraph, as failing to comply with the written description requirement.

B. Whether claims 41, 45-53 are improperly rejected under 35USC§112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

C. Whether Claims 35, and 37 are improperly rejected under 35 U.S.C. 102(a) as being anticipated by Fournier.

D. Whether Claims 39, 40, and 44 are improperly rejected under 35 U.S.C. 102(b) as being anticipated by Tong (63334519).

E. Whether Claims 24, 25, 26, and 32 are improperly rejected under 35 U.S.C. 103(a) as being unpatentable over Tong (6334519) in view of Fournier.

F. Whether Claim 34 is improperly rejected under 35 U.S.C. 103(a) as being unpatentable over the Tong rejection as set forth above, and further in view of Briggs et al. (4901897).

G. Whether Claim 38 is improperly rejected under 35 U.S.C. 103(a) as being unpatentable over either the Fournier or Tong rejection as set forth above, in view of Davis et al. (2626689).

H. Whether Claims 24-27, 32, 35, 37, and 39-45 are improperly rejected under 35 U.S.C. 103(a) as being unpatentable over Franklin et al. (5575362) in view of Wulf et al. (5749503), and

further in view of Bomes et al. (5054589).

I. Whether Claims 24-27, 32, 35, 37, 39-49, 54, and 55 are improperly rejected under 35 U.S.C. 103(a) as being unpatentable over Franklin et al. in view of either Wulf et al. or Yu (6129254), and further in view of Fournier.

J. Whether the rejection of claims 24-27, 32, 34, 35 and 37-48, 54 and 55 under 35USC§103 properly take into account the affidavit of commercial success.

VII. ARGUMENT

A. Rejection of claims 41, 43, 45, and 46-53 under 35USC§112, first paragraph, as failing to comply with the written description requirement.

The CCPA has stated that the description of the invention requirement is “relatively simple to comply and thus will ordinarily demand minimal concern on the part of the Patent Office.”⁵ The Examiner bears the burden of providing a *prima facie* case to the support the 35USC§112 rejection. The CCPA has described the written description requirement as “It is not necessary that the application describe the claim limitation exactly..but only so clearly that a person of ordinary skill in the art will recognize from the disclosure that the appellants invented processes including those limitations.”⁶

The Examiner stated that disclosure does not teach the back wall being folded only frontally

⁵*In re Moore*, 439 F.2D 1232, 1235, 169 USPQ 236, 238 (CCPA 1971)

⁶*In re Wertheim*, 191 USPQ at 96 (citing *In re Smythe*, 480 F.2d 1376, 1383, 178 USPQ 279, 284 (CCPA 1973))

forward, and the back wall being separate from other walls.

However, for example, the present invention includes figure 8 which has the bag in the open position with the back wall 780 and figure 10 shows the bag of figure 8 being closed. The closed zipping action of zipper 738 in the closed position shows how the bag can be closed frontally forward.

Moreover, the closing in figure 10 shows that the back wall can be separate from other walls such as side walls 724. Furthermore, paragraphs 59-61 describe the separate description for the back wall 780 and walls such as sidewall 724.

In addition, as mentioned in MPEP §608.04, "In establishing a disclosure, applicant may rely not only on the specification and drawing as filed but also on the original claims if their content justifies it." Therefore, contrary to Examiner's conclusion, the Applicant does provide the written description requirement.

Regarding claim 46, the Examiner states that it is unclear where the back wall being separate from the other walls.

However, as shown above, the back wall can be separate from the other walls.

In claim 43, the Examiner states that claim 35 defines the bottom member as a separate member. However, the Examiner states that in claim 43, the claim recites that the back wall folding the top portion of the back wall to the front edge of a bottom portion of the back wall. Since, the Examiner states, claim 35 defines the bottom member as a separate member the back wall would be

attached to the bottom portion, not the bottom portion of the back wall.

However, claim 43 states *said back wall folding to close said bag by folding the top portion of said back wall to the front edge of a bottom portion of said back wall to couple with said bottom portion formed from a bottom of said backwall*. Therefore, the folding action accommodates the top portion of the back wall to couple with the bottom portion of the backwall and as seen in figure 8 and 10, this is possible.

B. Rejection of claims 41, 45-53 under 35USC§112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

The Examiner must provide a *prima facie* case of indefiniteness by establishing (a) interpretation for the claim in light of the specification, (b) interpretation of the claim as one of ordinary skill in the art would interpret and (c) that the limitation in the claim, or the subject matter not in the claim does not reasonably define the invention.

The claim language is not looked at in terms of a vacuum, but in light of such elements as (1) the content of the particular application disclosure, (2) the claim interpretation that would be given by one of ordinary skill in the art at the time the invention was made, and (3) the teaching of the prior art. If the scope of the invention sought cannot be determined with a reasonable degree of certainty then a rejection under 112, second paragraph can be made.⁷

⁷In re Wiggins, 488 F.2d 538, 179 USPQ 421, 423-424 (CCPA 1973)

Regarding claim 41, the Examiner stated that "said back wall being folded by the top portion of said backwall being folded" is confusing.

However, the Examiner failed to look at the claim as whole which states that the back wall being folded only frontally downwards, thereby the fold is being frontally downwards.

Regarding claim 46, the Examiner stated that it is unclear how the backwall being separate from the other walls.

However, as shown above, the backwall 780 can be separate from the sidewalls 724 as seen in the figures 8, 10 and related specification. Moreover, the original claims also separately claim the backwall and other walls. Thereby, there is no indefiniteness in the claim.

Moreover, the Examiner's explanation has failed to provide a proper *prima facie* case of indefiniteness as the Examiner only states that such description is confusing to him, as an Examiner and does not relate to one of ordinary skill in the art.

C. Rejection of Claims 35, and 37 under 35 U.S.C. 102(a) as being anticipated by Fournier.

No claim is anticipated under 35 U.S.C. §102 (b) unless all of the elements are found in exactly the same situation and united in the same way in a single prior art reference. As mentioned in the MPEP §2131, "a claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). Every element must be literally present, arranged as in the claim. *Richardson v. Suzuki Motor Co.*, 868

F.2d 1226, 9 USPQ2d 1913, 1920 (CAFC 1989). The identical invention must be shown in as complete detail as is contained in the patent claim. *Id.*, “All words in a claim must be considered in judging the patentability of that claim against the prior art.” *In re Wilson*, 424 F.2d 1382, 165 USPQ 494, 496 (CCPA 1970), and MPEP 2143.03.

Fournier teaches a back wall 2, left and right wall, a bottom portion attached to a bottom of the back wall 1, a first wall 2 extending from the bottom portion and assisting in holding a sufficient portion of left and right walls together, a plurality of compartments on a front surface of the back wall comprising of netted material, and at least one strap 5 as claimed. The Examiner further stated that the term backpack does not impart any structure over the bag in Fournier. The Examiner further states that Kilduff (3686414) teaches the two straps can be carried on the shoulder as a backpack.

However, by using Kilduff, there cannot be a 35USC§102 rejection. As mentioned in the **MPEP §2131**, “a claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference.” Since there is not a single reference, a 35USC102 would be improper.

Although, here there is only 35USC§102 rejection, since the Examiner fails to show any motivation in combining Kilduff and Fournier, which is necessary and therefore, even a 35USC103 would be improper.

Moreover, claim 35 also mentions a first wall extending from said bottom portion and assisting in holding a sufficient portion of said left and right walls together forming a bottom compartment. The first wall of Kilduff fails to disclose the first wall extending from the bottom portion and *assisting* in holding a sufficient portion of said left and right walls *together forming a*

bottom compartment as arranged in the claim. In Kilduff, the first wall does not assist in holding together the left and right walls together to form a bottom compartment. A compartment is only formed when the entire structure is closed.

In MPEP §2131.01 concerning Multiple Reference 35 U.S.C. 102 Rejections, normally, only one reference should be used in making a rejection under 35 U.S.C. 102. However, a 35 U.S.C. 102 rejection over multiple references has been held to be proper when the extra references are cited to:

- (A) Prove the primary reference contains an "enabled disclosure;"
- (B) Explain the meaning of a term used in the primary reference; or
- (C) Show that a characteristic not disclosed in the reference is inherent.

However, neither of the above scenarios presented in MPEP §2131.01 are pertinent in the present rejection as the Examiner is attempting to use two references to anticipate limitations in the present invention.

The Examiner further stated that Kilduff (3686414) teaches the two straps of Fournier can be carried on the shoulder as a backpack. This is not explaining the meaning of the term used in Fournier or to prove that the primary reference is enabled according to portion B and A respectively of 2131.01 of the MPEP. Moreover, such a statement is not showing the characteristic not disclosed in the reference is inherent.

Moreover, it is clear that the Kilduff straps are much longer than the Fournier straps, and thereby necessitating a motivation or suggestion to modify the Fournier straps under a 35USC§103

rather than 35USC§102 as it is not clear that the actual straps of Fournier can accommodate a carrying on the back of the user.

MPEP 2131 refers to MPEP 2112 for a detailed look at inherency, and according to MPEP §2112, “examiner must provide rationale or evidence tending to show inherency” such that “The fact that a certain result or characteristic may occur or be present in the prior art is not sufficient to establish the inherency of that result or characteristic. *In re Rijckaert*, 9 F.3d 1531, 1534, 28 USPQ2d 1955, 1957 (Fed. Cir. 1993) (reversed rejection because inherency was based on what would result due to optimization of conditions, not what was necessarily present in the prior art); *In re Oelrich*, 666 F.2d 578, 581-82, 212 USPQ 323, 326 (CCPA 1981). “To establish inherency, the extrinsic evidence ‘must make clear that the missing descriptive matter is necessarily present in the thing described in the reference, and that it would be so recognized by persons of ordinary skill. Inherency, however, may not be established by probabilities or possibilities. The mere fact that a certain thing may result from a given set of circumstances is not sufficient.’ ” *In re Robertson*, 169 F.3d 743, 745, 49 USPQ2d 1949, 1950-51 (Fed. Cir. 1999) (citations omitted). Further the CCPA has added that “inherency, however, may not be established by probabilities or possibilities. The mere fact that a certain thing *may* result from a given set of circumstances is not sufficient.” *In re Oelrich*, 666 F.2d 578, 581, 212 USPQ 323, 326 (CCPA 1981).

Here, the Examiner failed to provide a rationale for needing inherency and furthermore, there is not just a use but a structure involved as the claim states as the claims states, “a pair of shoulder straps disposed a predetermined distance from each other along the longitudinal side of the back surface of said back wall to *accommodate* a carrying of said backpack by the shoulders and the back

of a user". The structure of the pair shoulder straps accommodating a carrying on the shoulders and back of a user is not a feature than be said is inherent. The use of two references in a 35USC§102 rejection is highly problematic.

D. Rejection of Claims 39, 40, and 44 under 35 U.S.C. 102(b) as being anticipated by Tong (63334519).

The Examiner stated that Tong teaches a backside member, a bottom member and straps. The Examiner also stated that Kilduff (3686414) teaches the two straps can be carried on the shoulder as a backpack.

Again, as mentioned above, by using Kilduff, there cannot be a 35USC§102 rejection. Since there is not a single reference, a 35USC102 would be improper.

Furthermore, even in a 35USC§103 rejection, which was made in this case, the Examiner fails to show any motivation in combining Kilduff and Tong, which is necessary and therefore, even a 35USC103 is also improper.

Moreover, the present invention includes a zipper while Tong needs multiple zippers as seen in figure 4. A single zipper cannot fully open close the side walls on the left and right side. Therefore, unlike the present invention that can quickly open and close with a single zipper action, two sets of zippers 115 must be used on each side to open fully the bag of Tong. One zipper closes the left side and the other closes the right side of Tong. As mentioned in col. 2, lines 1-5 *each* fold piece has a zipper 115.

Concerning claim 44, the present invention states that said back member selectively connecting and disconnecting said back member to said curved side members and the front of said bottom member by folding said back member frontally downwards toward the bottom member to fasten and close said backpack and unfastening said backpack to unfold said back member upwards to a hanging position. However, looking at Tong or Kilduff, there is no such connection or disconnection of the back member to the curved side members as claimed. For example, such connection would not be possible with the handbag of Tong.

E. Rejection of Claims 24, 25, 26, and 32 under 35 U.S.C. 103(a) as being unpatentable over Tong (6334519) in view of Fournier.

According to MPEP 706.02(j), the following establishes a *prima facie* case of obviousness under 35 U.S.C. §103:

To establish a *prima facie* case of obviousness, three basic criteria must be met. First, there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine reference teachings. Second, there must be a reasonable expectation of success. Finally, the prior art reference (or references when combined) must teach or suggest all the claim limitations. The

teaching or suggestion to make the claimed combination and the reasonable expectation of success must both be found in the prior art and not based on applicant's disclosure. In re Vaeck, 947 F.2d 488, 20 USPQ2d 1438 (Fed. Cir. 1991).

The Examiner states that Tong teaches a hook unit 13, back wall, left and right walls 12, a bottom portion 16 attached to a bottom of the back wall 1, a plurality of compartments on a front surface of the back wall, and at least one strap as claimed.

The Examiner also states that Tong meets all claimed limitations except for the netted compartments and Fournier teaches that it is known in the art to provide netted compartments and that it would have been obvious to one of ordinary skill in the art to provide netted compartments in Tong as taught by Fournier to provide venting for the contents and that Kilduff (3686414) teaches that the two straps can be carried on the shoulder as a backpack.

However, concerning claim 24, the claim states that a pair of shoulder straps is disposed a predetermined distance from each other *along the longitudinal side of the back surface* of said back wall to accommodate a carrying of said backpack by the shoulders and the back of a user. However, in Tong the two straps are not along the longitudinal side of the back surface of the backwall but along the lateral side.

In addition, Kilduff is improperly introduced by the Examiner as he does not cite in this rejection and does not provide any motivation or suggestion to combine with Tong and Fournier.

F. Rejection of Claim 34 under 35 U.S.C. 103(a) as being unpatentable over the Tong rejection as set forth above, and further in view of Briggs et al. (4901897).

The Examiner states that Briggs teaches that it is known in the art to provide straps 18, and that it would have been obvious for one of ordinary skill in the art to provide first and second extended portions in either Tong or Franklin as taught by Briggs to keep the contents together.

However, the Examiner has failed to provide a proper suggestion why Biggs should be combined with Tong other than generally keeping contents together. “Combining prior art references without evidence of such a suggestion, teaching, or motivation simply takes the inventor’s disclosure as a blueprint for piecing together the prior art to defeat patentability. *In re Dembiczak*, 175 F.3d 994, 50 USPQ.2d 1614 (Fed. Cir. 1999). The showing must be “clear and particular” without broad generalized conclusory statements. *Id.* There must be specific statements showing the scope of the suggestion, teaching, or motivation to combine the prior art references. *Id.* at 1000. There must be an explanation to what specific understanding or technical principle would have suggested the combination of references. *Id.* Respectfully, the motivation given by the examiner of “keeping contents together” , is a broad generalized statement.

G. Rejection of Claim 38 under 35 U. S. C. 103(a) as being unpatentable over either the Fournier or Tong rejection as set forth above, in view of Davis et al. (2626689).

The Examiner stated that Davis teaches that it is known in the art to provide strap 52. It

would have been obvious to one of ordinary skill in the art to provide straps in either Fournier or Tong as taught by Davis to provide a place for hanging garments.

Respectfully, the Examiner must still provide a proper motivation to combine Davis with Fournier or Tong according to MPEP §706.02(j) and therefore, the rejection is defective. Providing a place for hanging garments is not clear and particular and is based on the language of the claim of the present invention. Moreover, the strap accommodating the hanging along a length of the back wall specifically is not taught or suggested. Simply accommodating garments alone does not teach along the length of the back wall specifically.

H. Rejection of Claims 24-27, 32, 35, 37, and 39-45 under 35 U.S.C. 103(a) as being unpatentable over Franklin et al. (5575362) in view of Wulf et al. (5749503), and further in view of Bomes et al. (5054589).

The Examiner stated that Franklin teaches a luggage having a foldable back wall with mesh compartments as shown in Fig. 14, and hook 152 that can be attached to an external object, and a front portion as shown in Fig. 14. Franklin meets all claimed limitations except for the straps. The Examiner further states that Wulf teaches that it is known in the art to provide back straps and it would have been obvious to one of ordinary skill in the art to provide back straps in Franklin as taught by Wulf to handle the luggage easily.

The Examiner further states that Bomes teaches that it is known in the art to provide mesh compartments 60 and that it would have been obvious to one of ordinary skill in the art to provide

mesh compartments in Franklin as taught by Bomes to provide the desired venting.

Concerning claims 24, it is seen that the pair of shoulder straps are along the longitudinal side of the backwall, however, as seen in Wulf in figures 3 and 4, the straps are from a backside of a backwall to the side wall. The backstraps or shoulder straps are never on a single wall.

Moreover, reference 152 is not a hook but a hooked flange not for hanging back wall to object. As mentioned in Col 12 line 53-67 slot 150 hooked flange col 13 line 1-5 securely but releaseably engaged to slot 150 on grip 60. The hooked flange is engaged to the slot when the handle fully extended for locking in handle with tripod so that it does not fall down. As seen in the figures 15 and 13, if that flange use to hang to an object other than the bag's handle itself, then there would be a problem with handle bar as the extensions would be in the way and flange is only usable if there is a similar socket for the flange in the object. The Examiner states that any kind of hook structure make it obvious, however, as mentioned in MPEP §706.02(j) there must be a reasonable expectation of success and it is not clear that such a flange would have reasonable expectation of success.

Moreover, in claim 35, it states, "said compartments disposed from a top portion of the front surface of said back wall to a bottom portion of said back wall". Clearly as seen in figure 14 of Franklin, the compartments are not disposed *from a top portion to the bottom portion*. The examiner points to two portions at the top area, but, first, there is no teaching or suggestion that these are actually compartments or some other structure. Moreover, reference 94 is the back, 118 is the front flap and 116 is the top panel only. Therefore, there are no compartments from the top to bottom portion of the backwall. In addition Wulf or Bomes also do not show such a feature.

I. Rejection of Claims 24-27, 32, 35, 37, 39-49, 54, and 55 under 35 U.S.C. 103(a) as being unpatentable over Franklin et al. in view of either Wulf et al. or Yu (6129254), and further in view of Fournier.

The Examiner's only reason of rejection under this combination was that it would have been obvious to one of ordinary skill in the art to provide a plurality of netted compartments covering the front portion of the back wall to accommodate a plurality of objects, and regarding claim 49, the tabs 25 in Fournier are the straps as claimed.

First, the Examiner has failed to provide a *prima facie* of obviousness for all the limitations of claims 24-27, 32, 35, 37, 39-49, 54, and 55 as the Examiner only discusses the features of better compartments and the straps. As mentioned in MPEP §706.02(j), the prior art reference (or references when combined) must teach or suggest *all* the claim limitations and here it is clear that the Examiner has failed to provide how the references teach all the claim limitations.

Moreover, the Examiner failed to provide any motivation to combine the references.

In addition, the tabs 25 of Fournier as seen in figure 3 cannot be the pair of straps disposed on the back surface to accommodate transport of the backpack on a back of a user. This rejection, is clearly incomplete and lacking in providing the Examiner's burden of a *prima facie* case.

J. The rejection of claims 24-27, 32, 34, 35 and 37-48, 54 and 55 under 35USC§103 with regard to the affidavit of commercial success.

With respect to the inventor's declaration that the invention entails commercial success, the Examiner stated that it is noted that there is no comparison between the invention with the applied reference to compare to. Furthermore, the Examiner stated that it is noted that the inventor's declaration that the invention entails commercial success is not sufficient to overcome a rejection under 35USC102.

As shown below, to show commercial success, a nexus between the success of the claimed invention . In order for a nexus to be shown, certain factors have been enumerated by the courts which is satisfied by the affidavits to commercial success.

The courts have mentioned that one does not have to prove that other factors were the reason. There is too much burden as the court cites.

However, increased marketshare is said to be proper evidence and the continued increase of commercial success over time. As seen in the affidavit, market share has increased.

The courts as shown below have also cited the commercial success through interest generated through licensing agreements.

Also as mentioned in the *Pro mold* case⁸, the patent owner's lack of previous experience in the relevant work and combined with high sales gives the inference of a nexus alone. Here, the sales have increased and also the present inventor is not experienced in the relevant work.

Moreover, it was shown by the courts that industry recognition or award probative of non-

⁸*Pro-Mold & Toll CO. V. Great Lakes, Inc.*, 75 F.3d 1568, 37 USPQ2d 1626 (Fed Cir. 1996)

obviousness connected between award and claimed subject matter is probative of commercial success. The Award by the United Inventor's association sponsored by Proctor and Gamble cites the presently claimed invention and also some of the features in their comments. Dr. Forrest Bird, one of the judges and the National Inventors Hall of Fame inductee and inventor of the respirator stated that its usefulness could potentially extend into the medical industry as "This product is perfect to neatly pack different sized equipment and be able to access it quickly." Therefore, even the experts believe that the present invention deserves recognition.

The Richmond Times-Dispatch in an article also stated that about 150 stores nationwide including A&N stores and Reliance Marine carry the present backpack under the trademarked name GEARMAX.

In the Innovations-Fitness section, cites the claimed invention through the photograph of the claimed invention citing all its different features including the point that the system makes it fast to find what you need while wet items dry in the mesh pockets when stored and the backpack design allows your hands to be free.

The presently claimed invention was also featured as a success story in the Inventor's digest in November/December 2003 with a picture of the claimed invention showing that it is the claimed invention that is being cited. The article stated that the pack which looks like a backpack when its closed but when unzipped becomes a "virtual" locker and ventilation system.

The *In re Huang* case cited below, also stated that affidavits from purchaser explaining that product was purchased due to claimed features is also probative in a finding of commercial success.

As mentioned in the current MPEP version 8 (revision 2, May 2004) and as described in the analysis below, by *Patent Prosecution* by Irah H. Donner, BNA books, second edition 1999, pages 561-568, an applicant may also use affidavit evidence to present commercial success or unexpected benefits of the claimed invention.

As indicated by the court, evidence of secondary considerations, when it exists, is always to be considered, and not merely when the Examiner remains in doubt after reviewing the prior art. *Cable Elec. Prods., Inc. v. Genmark, Inc.*, 770 F.2d 1015, 226 USPQ 881, 887 (Fed. Cir. 1985). Therefore, the Examiner must look at in all instances of 35USC§103 rejection and not only if its in doubt.

The Federal Circuit has summarized these requirements for presenting commercial success as follows:

When a patentee asserts that commercial success supports its contention of nonobviousness, there must of course be a sufficient relationship between the commercial success and the patented invention. The term "nexus" is often used, in this context, to designate a legally and factually sufficient connection between the proven success and the patented invention, such that the objective evidence should be considered in the determination of nonobviousness. *Demaco Corp. v. F. Von Langsdorff Licensing Ltd.*, 851 F.2d 1387, 7 USPQ 2d 1222 (Fed. Cir. 1988).

"However, a patentee need not show that all possible embodiments within the claims were successfully commercialized in order to rely on the success in the marketplace of the embodiment that was commercialized." *Applied Materials, Inc. v. Advanced Semiconductor Materials Am. Inc.*, 98 F.3d 1563, 40 USPQ 2d 1481, 1486 (Fed. Cir. 1996), petition for cert. denied, 117 S. Ct. 1822 (1997).

For example, in *Ex parte Anderson*, November 22, 2004 *Ex parte Anderson*, 21 USPQ 2d 1241 (B.P.A.I. 1991), the patentee in a reexamination proceeding presented affidavit evidence stating that a product embodying the claimed invention was commercially successful. The Board initially stated that "commercial success is relevant only if it flows from the merits of the claimed invention," *Id.* at 1258 (quoting *Sjolund v. Musland*, 847 F.2d 1573, 1582, 6 USPQ 2d 2020, 2028 (Fed. Cir. 1988)) In addition, the Board stated that "merely specifying sales figures alone is not sufficient to establish commercial success. Other evidence such as market share, growth in market share, replacement of earlier products sold by others, etc. need be present." (citing *Kansas Jack, Inc. v. Kuhn*, 719 F.2d 1144, 1151, 219 USPQ 857, 861 (Fed. Cir. 1983)).

The Board has consistently required this type of evidence in an affidavit for commercial success. *Ex parte GPAC Inc.*, 29 USPQ 2d 1401, 1407-08 (B.P.A.I. 1993), *aff'd*, 57 F.3d 1573, 35 USPQ 2d 1116 (Fed. Cir. 1995)

In re Metz, *In re Metz*, Civ. App. 97-1263 (Fed. Cir. Sept. 22, 1998) (unpublished), also emphasizes that there must be some connection between the commercial sales and the features of

the invention being claimed. The applicant argued that the invention was nonobvious in view of the widely successful commercial sales. However, the Federal Circuit was not persuaded that the commercial success was a result of the claimed invention. According to the Federal Circuit:

The sales figures appellant provided are essentially meaningless because they do not indicate the size of the market or the market share achieved. They merely demonstrate that Metz sold products and that the volume of those sales increased with time. This could be the result of a wide variety of factors which do not pertain to the merits of the claimed subject matter. Again, there must be some connection between the sales figures and claimed subject matter indicating what impact the claimed subject matter had on the sales volume. The purpose of secondary considerations is to elucidate the connection between the claimed subject matter and some element which alerts the reviewing party that the claimed subject matter may not have been obvious. Without a demonstrable connection, this point is lost. *Id.*, slip op. at 11-12.

Similarly, in *In re GPAC Inc.*, *In re GPAC Inc.*, 57 F.3d 1573, 35 USPQ 2d 1116, 1120 (Fed. Cir. 1995), the claimed invention, which related to a method for controlling airborne asbestos contamination during the course of asbestos removal from an existing building, was rejected as being obvious in view of 13 prior art references. The reexamination applicant, GPAC, argued that the invention was commercially successful because of extensive licenses in the industry. The Board refused to find such licenses persuasive as evidence of nonobviousness. According to the Board,

GPAC had not shown that the claimed invention was responsible for the licenses.

Therefore, the licences should include the claims to which they are referring to.

In *Pro-Mold & Toll Co. v. Great Lakes Plastics, Inc.*, *Pro-Mold & Toll Co. v. Great Lakes Plastics, Inc.*, 75 F.3d 1568, 37 USPQ 2d 1626 (Fed. Cir. 1996)., the Federal Circuit indicated that a patent owner's lack of previous experience in the relevant market combined with its high sales of the patented product provide an inference of a nexus between its commercial success and the patented invention, and are thus probative evidence of nonobviousness.

The Federal Circuit also emphasized that Pro-Mold's lack of previous experience in the relevant market combined with its high sales of the patented product provided an inference of a nexus between its commercial success and the patented invention and were thus probative evidence of nonobviousness. According to the Federal Circuit, Pro-Mold's "lack of market power in this field would seem to suggest that it was the features of the patented invention that led to the commercial success."

Thus, Pro-Mold, according to Irah Donner in *Patent Prosecution*, teaches that a patent owner's lack of previous experience in selling the invention together with its high sales of the patented invention may provide an inference of the required nexus between its commercial success and the patented invention. Similarly, the prominence of the patented technology in the infringer's advertising has also been held by the Federal Circuit to create an inference that links the claimed invention to its commercial success to show nonobviousness. *Lundia AB v. Baxter Health Care Corp.*, 110 F.3d 1573, 42 USPQ 2d 1378, 1384 (Fed. Cir. 1997).

Industry recognition or award may also be probative of nonobviousness according to *Patent*

Prosecution. However, there must be some connection between the award and the features of the invention being claimed.

In *In re Huang*, *In re Huang*, 100 F.3d 135, 40 USPQ 2d 1685 (Fed. Cir. 1996), the Federal Circuit confirmed the nexus requirement during *ex parte* prosecution when The Federal Circuit stated: Although Huang's affidavit certainly indicates that many units have been sold, it provides no indication of whether this represents a substantial quantity in this market.

Therefore, again the importance of showing market share and the increase of the market share with regard to proving nexus is shown in *In re Huang* and other cases shown above according to Irah Donner's *Patent prosecution*, pages 561-568. Here in the Affidavit of commercial success, the increase of market share was presented along with many other factors enumerated above by the courts.

Therefore, according all the courts, the present invention has not only provided one criteria of a nexus of commercial success, but a plurality of them.

The Examining staff alternatively relies upon exemplars of the prior art such as Kilduff '414, Briggs' '897, Wulf '503, Davis '689, Bromes '589 and Yu '254 to teach modifications of various primary references.

First, the Examining staff cites Kilduff '414 to support a modification of the Fournier '034 and Tong '519 primary references with a teaching of "two straps [that] can be carried on the shoulder as a backpack."

Second, the Examining staff also relies upon Briggs' '897 as teaching that it is known in the art to provide straps 18, and thus to provide first and second extended portions in either Tong '519 or Franklin '362 according to Briggs' '897.

Third, the Examining staff cites Wulf '503 as teaching that it is known in the art to provide back straps and that it would have been obvious to modify Franklin '362 according to Wulf '503.

Fourth, the Examining staff cites Davis '689 as teaching that it is known in the art to provide strap 52, and that it would have been obvious to provide straps to modify either Fournier '034 or Tong '519.

Fifth, the Examining staff cites Bromes '589 as evidence that "mesh compartments 60" are known in the art, and that it would have been obvious to one of ordinary skill in the art to modify Franklin '362 to provide mesh venting.

Sixth, the Examining staff cites Yu '254 as evidence that netted compartments covering the front portion of the back wall to accommodate a plurality of objects was known in the art, that it would have been obvious to modify Franklin '362 accordingly.

With respect to the teaching of "two straps" by the prior art, the Examining staff has improperly overlooked the fact that Fournier '034 itself clearly teaches not one, but two pairs of "two straps" 5, 5 and 7, 7, albeit denominated as "large handles (5)" and "small handles (7)", while Tong '519 expressly shows one pair of straps in its Figures 1 and 2. In point of fact, pairs of straps are so

ubiquitous throughout the decades of luggage art that Tong '519 does not bother to assign reference numerals to its straps. Tong '519 emphasizes the ubiquitousness by stating:

“Conventional bags come in many varieties, and basically they are executed to have *two grips* each attached to the top of the bag.”⁹

Indeed, most, if not all of the references listed in the Evidence Appendix collectively, and overwhelmingly demonstrate that it was extremely common in the art for several decades to teach pairs of straps on luggage. Ignored by the Examining staff however, is that the fact that the evidence established by the record of this prosecution history before the Board fails to negate the existence of a plethora of differences, however minute, between the structures, orientations, dispositions, sizes and placement of those pairs of straps relative to other constituent components of the luggage. One of the oldest of these references, namely Scott U.S. Patent No. 140.548 expressly teaches,

“J J (only one being shown) are shawl or blanket straps”¹⁰

The consistency of these teachings of improvements in the straps in the luggage art may not be ignored under the mandate of 35 U.S.C. §103(a), and must be considered in making a determination of obviousness *vel non*. The existence of this consistency in the art alone serves as a un rebuttable evidence that a person of ordinary skill in the art such as the inventor of any of the various primary references, was very familiar with the utility and desirability for improvements in the designs, structures, placement and orientation of pairs of straps in the luggage art, but did not appreciate the

⁹Tong '519, column 1, lines 13-15.

¹⁰Scott '548 was issued on the 1st of July 1873.

advancement of retrofitting while minimizing cost as well as the manufacturing steps flowing from Appellant's combination. In other words, the evidence before the Board makes an un rebuttable demonstration that despite their presence in the art for not several decades, but that continuously over the past one hundred and thirty years there has consistently a need within the luggage art for invention, at least in the field of straps incorporated into the luggage.

With respect to the teaching of "mesh compartments" and "netted compartments" in the prior art, the Examining staff has improperly overlooked the fact that Fournier '034 itself also clearly teaches that references such as Dicaire Canadian Patent Application No. 2.091.612 "discloses a garment bag [with] ... mesh pockets attached to the rigid frame"¹¹, and Dickson *et al.*, Canadian Patent No. 1.278.550 "discloses a storage bag ... containing inner mesh pockets ...",¹² and Clement, Canadian Patent No. 2.110.661 "describes an equipment bag having a removable inner mesh sack."

¹³ Unrefuted is the fact that the evidence of record conclusively establishes that netting and mesh components were known to the inventors of the primary references, and therefore to the art; despite this, the art has continued to demand improvements in the netting and mesh components of luggage.

This collection of art at these points of novelty constitutes an admission by the record before the Board serving as a further demonstration of the non-obviousness of the pending claims at the very of points of novelty where Appellant departed from the art, in the same manner as was found by the *Corp Eibel Process Machinery v. Minnesota Manufacturing*, 261 U.S. 45 (1923).

¹¹Fournier '034, column 1, lines 61-67 and column 2, line 1.

¹²Fournier '034, column 2, lines 12-15.

¹³Fournier '034, column 2, lines 45-47.

In *Eibel Process*, claims 1¹⁴ through 3, 7, 8 and 12 before the Court defined a “Fourdrinier machine” which “has for many years been well known and most widely used for making news print paper. ... These machines are very large, some of them weighing more than 1,000,000 pounds Speed, which increases production, is therefore of the highest importance.” In a Fourdrinier machine, a continuous stream of papermaking stock of fibers of wood pulp mixed from 135 to 200 times their weight of water of the consistency and fluidity of diluted milk, is discharged from a flow box or pond, at what is called the “breast roll” at one end of the machine, onto a moving sieve known as “wire” of about 70 feet in length and often more than 100 inches in width, with a working length of about 30 feet. The process is stimulated to shake the wire.

The evidence before the Court established that before Eibel entered the field, continued high speeds in the wire of the Fourdrinier machine much beyond 500 feet a minute resulted in the production of defective paper. “What Eibel tried to do was to enable the paper maker to go to 600 or 700 feet and above in speed and retain a good product.”¹⁵ Eibel accomplished this by raising “the pitch of the wire from 2 or 3 inches to 12 inches, and greatly increased the speed, with a satisfactory product, and in that month he applied for a patent.”¹⁶ According to the Court, Eibel’s modification

¹⁴Claim 1, by way of example, read “A Fourdrinier machine, having the breast roll end of the paper-making wire maintained at a *substantial elevation above* the level, whereby the stock is caused to travel by gravity, rapidly in the direction of movement of the wire, at a speed approximately equal to the speed of the wire, substantially as described.” Other claims were shorter in text and broader in scope.

¹⁵*Eibel Process*, 261 U.S. @ 54.

¹⁶*Eibel Process*, 261 U.S. @ 45.

spread throughout the papermaking industry “like wildfire.”¹⁷ Moreover, there “were those who hesitated to take the venturesome step to give such an unheard-of-pitch to the wire, and waited until others assumed the risk”¹⁸

The issue before the Court in *Eibel Process* was “first and foremost ... whether this was a real discovery of merit”?¹⁹ The Court subsequently held Eibel’s claims to be valid and infringed. Here, the evidence of non-obviousness created by the record of this prosecution history that continuously over the past one hundred and thirty years there has consistently a need within the luggage art for invention in the field of straps incorporated into the luggage, in the same manner as was found by the U.S. Supreme Court in *Eibel Process*. Such action is respectfully urged here. Such action is respectfully urged here.

CONCLUSION

In view of the law and facts stated herein as well as all the foregoing reasons, Appellant believes that the rejection is improper and respectfully requests that the Board refuse to sustain the outstanding rejection of claims 24-27, 32, 34, 35 and 37-55 under 35USC§112, 35 U.S.C. 102(b) and 35 U.S.C. 103(a).

¹⁷*Eibel Process*, 261 U.S. @ 45.

¹⁸*Eibel Process*, 261 U.S. @ 45.

¹⁹*Eibel Process*, 261 U.S. @ 52.

Respectfully submitted,



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VIII. CLAIMS APPENDIX

CLAIMS UNDER APPEAL (24-27, 32, 34, 35 and 37-55)

1 24. (Previously Presented) A backpack, comprising of:

2 a back wall;

3 a hook connected to a top side of said back wall, said hook capable of hanging said back
4 wall to an object, external to said backpack;

5 a plurality of compartments on a front surface of said back wall, the plurality of
6 compartments including a front portion comprised of netted material accommodating a
7 circulation of air within said compartments, said compartments accommodating a plurality of
8 objects;

9 a pair of shoulder straps disposed a predetermined distance from each other along the
10 longitudinal side of the back surface of said back wall to accommodate a carrying of said
11 backpack by the shoulders and the back of a user; and

12 wherein said backpack is secured by a fastening unit after said backpack is folded to a
13 closed position.

1 25. (Previously Presented) The backpack of claim 24, further comprising a first side wall
2 and a second side wall attached to a first and second side of said back wall respectively, the first
3 and second side walls disposed on opposite sides of said back wall, said first and second side

4 walls being fastened to the sides of a top portion of said back wall when said back wall is folded.

1 26. (Previously Presented) The backpack of claim 25, further comprised of a bottom
2 panel attached at an angle to said backwall, and to said first and second sidewalls.

1 27. (Previously Presented) The backpack of claim 26, wherein when said back wall is
2 folded, a portion of said back wall having the shoulder straps that is folded is substantially flat.

1 32. (Previously Presented) The backpack of claim 26, further comprising means for
2 accommodating the hanging of hangers for clothes on the top portion of the front side of said
3 back wall.

1 34. (Previously Presented) The backpack of claim 24, further comprising at least one
2 strap securing an object to said backpack.

1 35. (Previously Presented) A backpack, comprising:
2 a back wall;
3 a left wall and right wall extending from at least a portion of said back wall;
4 a bottom portion attached to a bottom of said back wall and said bottom portion
5 connecting between a bottom of said right wall and said left wall;
6 a first wall extending from said bottom portion and assisting in holding a sufficient

7 portion of said left and right walls together forming a bottom compartment;

8 a plurality of compartments on a front surface of said back wall, said plurality of
9 compartments comprising a front portion comprising of at least a partially see-through material
10 accommodating a circulation of air within said compartments, said compartments
11 accommodating a plurality of objects, said plurality of compartments being disposed on a single
12 plane accommodating full accessibility and a view of the objects within said plurality of
13 compartments when said backpack is in an open position, said back wall folding to close said
14 backpack, said compartments disposed from a top portion of the front surface of said back wall
15 to a bottom portion of said back wall; and

16 at least one back strap on an external surface of said backpack to accommodate shoulder
17 and back transport of said backpack, on a user.

1 37. (Previously Presented) The backpack of claim 35, further comprising a first unit
2 connected to a top side of said back wall, said first unit capable of hanging said back wall in the
3 single plane to an external object.

1 38. (Previously Presented) The backpack of claim 37, further comprising a strap
2 accommodating the hanging of garments along a length of said back wall.

1 39. (Previously Presented) A backpack, comprising:
2 a back member having a top, bottom and two sides;

3 curved side members affixed to a portion of each of said two sides of said back member;
4 a bottom member connected to said bottom of said back member and a bottom of each of
5 said curved side members, said bottom member extending from a front side of said back
6 member;

7 a zipper positioned on said top of said back member, a portion of each side of said back
8 member on said curved side members and said bottom member for selectively connecting and
9 disconnecting said top and sides of said back member to said curved side members and said
10 bottom member; and wherein said back wall folds to form a front panel of a backpack
11 configuration, when fastened shut, a plurality of compartments formed on a front side of said
12 back member at spaced apart locations, said compartments being within an internal volume when
13 said zipper connects said top and sides of said back member to said curved side member, and
14 said bottom member, said back member forming a single plane when in an opened position to
15 accommodate an access and view of objects within said plurality of compartments; and
16 backpack straps positioned on a back side of said back member of said backpack.

1 40. (Previously Presented) The backpack of claim 39, further comprising a hook
2 connected to said back member for hanging said backpack when said backpack is unzipped.

1 41. (Previously Presented) The backpack of claim 27, with said back wall being folded
2 by the top portion of said back wall being folded only frontally downwards towards the front
3 portion of said bottom panel accommodating the fastening of one end of said back wall to the

4 other end when said back wall is folded, and accommodating said first and second side walls
5 extending from the bottom portion of said back wall being fastened to the sides of the top portion
6 of said back wall when said back wall is folded, with the downward direction being parallel with
7 the longitudinal direction of said shoulder straps along the longitudinal side of the back surface
8 of said back wall, and with a zipper fastening and closing said backwall with said bottom panel
9 not being at a lower portion of the back surface of said backwall having said shoulder straps.

1 42. (Previously Presented) The backpack of claim 27, further comprising a front wall
2 formed at the front edge of the bottom panel of said backpack and assisting in holding said first
3 and second side walls together to form a bottom cavity for holding objects at the bottom.

1 43. (Previously Presented) The backpack of claim 38, with said back wall folding to
2 close said bag by folding the top portion of said back wall to the front edge of a bottom portion
3 of said back wall to couple with said bottom portion formed from a bottom of said backwall, said
4 left wall and said right wall extending from the bottom portion of said back wall and upwards
5 from said bottom of said backwall forming a bottom of said backpack.

1 44. (Previously Presented) The backpack of claim 40, with said back member selectively
2 connecting and disconnecting said back member to said curved side members and the front of
3 said bottom member by folding said back member frontally downwards toward the bottom
4 member to fasten and close said backpack and unfastening said backpack to unfold said back

5 member upwards to a hanging position.

1 45. (Previously Presented) The backpack of claim 41, with a length of said first and
2 second side walls being greater than a width of said back wall.

1 46. (Previously Presented) A backpack, comprising:
2 a back wall including a top portion and lower portion;
3 a left wall and right wall extending along said lower portion of a left side and a right side
4 of said back wall, respectively;
5 a bottom member formed from a bottom of said back wall and connecting a bottom of
6 said right wall to said left wall;
7 a first wall extending from said bottom member and assisting in holding at least a portion
8 of said left and right walls together to form a chamber;
9 a plurality of compartments on a front surface of said back wall, said plurality of
10 compartments comprising a front portion comprising of at least a partially see-through material
11 accommodating a circulation of air within said compartments, said compartments
12 accommodating a plurality of objects, said plurality of compartments being disposed on a single
13 substantially flat plane accommodating full accessibility and a view of the objects within said
14 plurality of compartments when in an open position, said back wall folding to close said
15 backpack, said compartments disposed from a top portion of the front surface of said back wall
16 to a bottom member of said back wall covering a substantial portion of the front portion of said

17 backwall, said backwall being separate from the other walls;

18 a zipper positioned on said top portion of said back wall and around said side walls and
19 first wall accommodating selectively connecting and disconnecting said top and sides of said
20 back wall to said side walls and said first wall, said back wall folds to form a front panel of a
21 backpack configuration, when fastened shut, said compartments being within an internal volume
22 when said zipper connects said top and sides of said back wall to said side walls and said first
23 wall; and

24 a pair of straps disposed on the back surface of said lower portion of said back wall to
25 accommodate a transport of said backpack on a back of a user through both shoulders of a user
26 for each strap, said pair of straps disposed a predetermined distance from each other along the
27 longitudinal side of the back surface of said lower portion of said back wall to accommodate a
28 carrying of said backpack by the shoulders and the back of a user, said back portion of said lower
29 portion of said back wall having only said pair of straps and being substantially flat when said
30 backpack is closed, said backwall, sidewalls, first wall and bottom member being made of a
31 flexible material.

1 47. (Previously Presented) The backpack of claim 46, further comprising a hook
2 connected to a top side of said back wall, said hook accommodating hanging said back wall in
3 the single plane to an external object.

1 48. (Previously Presented) The backpack of claim 47, further comprising a first unit

2 accommodating the hanging of garments along a length of said back wall.

1 49. (Previously Presented) The backpack of claim 48, further comprised of said
2 compartments including straps integrated at only the top side of the compartments securing
3 objects within the compartments.

1 50. (Previously Presented) The backpack of claim 49, with the compartments having
2 clasps to further secure the compartments from the top side of the compartments.

1 51. (Previously Presented) The backpack of claim 50, with the compartment at the
2 bottom member formed by the side walls and first wall of a certain height accommodating the
3 securing of external objects within said compartment.

1 52. (Previously Presented) The backpack of claim 51, further comprised of said first wall
2 being of a netted material accommodating ventilation and securing external objects.

1 53. (Previously Presented) The backpack of claim 52, with said side walls extending
2 from each side of said bottom member, where said bottom member having a greater width than
3 the top portion of said backwall.

1 54. (Previously Presented) A backpack, comprising:

2 a back member having a top, bottom and two sides;

3 curved side members affixed to each of said two sides of said back member and
4 extending from a front side of said back member;

5 a bottom member connected to said bottom of said back member and each of said curved
6 side members, said bottom member extending from said front side of said back member, said
7 back member, said curved side members and said bottom member defining an internal volume;

8 a zipper positioned on said top of said back member and on said curved side members
9 and said bottom member for selectively connecting and disconnecting said top of said back
10 member to said curved side members and said bottom member;

11 a plurality of compartments formed on a front side of said back member at spaced apart
12 locations, said compartments being within said internal volume when said zipper connects said
13 top of said back member to said curved side member, said back member forming a single flat
14 plane when in an opened position to accommodate an access and view of objects within said
15 plurality of compartments included on an entire surface of said single plane, said compartments
16 included on a substantial portion of said top and bottom of said back member; and

17 backpack straps positioned on a back side of the bottom of said back member forming the
18 single flat non-rigid plane on said back side of said back member when said backpack is open or
19 closed.

1 55. (Previously Presented) The backpack of claim 54, further comprising a hook
2 connected to said back member for hanging said back member to an external structure when said

3 zipper is selectively disconnected with said top of said back member from said curved side
4 members and said bottom member.

IX. EVIDENCE APPENDIX

References cited by both Appellant and the Examiner

1. U.S. Patent No. 6,193,034 to Fournier, issued on 27 February 2001.²⁰
2. U.S. Patent No. 6,334,519 to Tong, issued on 1 January 2002.²¹
3. U.S. Patent No. 6,196,718 to DeChant, issued on 6 March 2001.²²
4. U.S. Patent No. 6,286,461 to Martz, issued on 11 September 2001.²³
5. U.S. Patent No. 140,548 to Scott, issued on 1 July 1873.²⁴

²⁰ Entry acknowledged, or should have been acknowledged under 37 C.F.R. §1.104(a) and (b), by Office action (Paper No. 8) mailed on 30 December 2002

²¹ Entry acknowledged, or should have been acknowledged under 37 C.F.R. §1.104(a) and (b), by Office action (Paper No. 8) mailed on 30 December 2002

²² Entry acknowledged, or should have been acknowledged under 37 C.F.R. §1.104(a) and (b), by Office action (Paper No. 8) mailed on 30 December 2002

²³ Entry acknowledged, or should have been acknowledged under 37 C.F.R. §1.104(a) and (b), by Office action (Paper No. 8) mailed on 30 December 2002

²⁴ Entry acknowledged, or should have been acknowledged under 37 C.F.R. §1.104(a) and (b), by Office action (Paper No. 8) mailed on 30 December 2002

6. U.S. Patent No. 2,205,205 to King, issued on 18 June 1940.²⁵
7. U.S. Patent No. 4,901,897 to Briggs et al., issued on 20 February 1990.²⁶
8. U.S. Patent No. 2,626,689 to Davis et al., issue on 27 January 1953.²⁷
9. U.S. Patent No. 6,386,414 to Kilduff, issued on 14 May 2002.²⁸
10. U.S. Patent No. 5,575,362 to Franklin et al., issued on 19 November 1996.²⁹
11. U.S. Patent No. 5,749,503 to Wulf et al., issued on 12 May 1998.³⁰

²⁵ Entry acknowledged, or should have been acknowledged under 37 C.F.R. §1.104(a) and (b), by Office action (Paper No. 8) mailed on 30 December 2002

²⁶ Entry acknowledged, or should have been acknowledged under 37 C.F.R. §1.104(a) and (b), by final Office action (Paper No. 12) mailed on 25 July 2003

²⁷ Entry acknowledged, or should have been acknowledged under 37 C.F.R. §1.104(a) and (b), by final Office action (Paper No. 12) mailed on 25 July 2003

²⁸ Entry acknowledged, or should have been acknowledged under 37 C.F.R. §1.104(a) and (b), by final Office action (Paper No. 12) mailed on 25 July 2003 and Office action (Paper No. 20040719) mailed on 21 July 2004

²⁹ Entry acknowledged, or should have been acknowledged under 37 C.F.R. §1.104(a) and (b), by Office action (Paper No. 20040719) mailed on 21 July 2004

³⁰ Entry acknowledged, or should have been acknowledged under 37 C.F.R. §1.104(a) and (b), by Office action (Paper No. 20040719) mailed on 21 July 2004

12. U.S. Patent No. 5,054,589 to Bomes et al., issued on 8 October 1991.³¹
13. U.S. Patent No. 6,129,254 to Yu, issued on 10 October 2000.³²

Evidences of Commercial Success provided by Appellant

14. Evidence of Commercial Success, filed on 21 November 2003.³³
15. Evidence of Commercial Success, filed on 23 December 2004.³⁴

³¹ Entry acknowledged, or should have been acknowledged under 37 C.F.R. §1.104(a) and (b), by Office action (Paper No. 20040719) mailed on 21 July 2004

³² Entry acknowledged, or should have been acknowledged under 37 C.F.R. §1.104(a) and (b), by Office action (Paper No. 8) mailed on 30 December 2002 and final Office action (Paper No. 20050207) mailed on 11 February 2005

³³ Entry acknowledged, or should have been acknowledged under 37 C.F.R. §1.104(a) and (b), by Office action (Paper No. 20040719) mailed on 21 July 2004

³⁴ Entry acknowledged, or should have been acknowledged under 37 C.F.R. §1.104(a) and (b), by final Office action (Paper No. 20050207) mailed on 11 February 2005

X. RELATED PROCEEDINGS APPENDIX

None.



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

Kenneth Buck ALBRITTON

Serial No.: 09/995,615

Examiner: MAI, TRI M.

Filed: 29 November 2001

Art Unit: 3727

For: SPORTS EQUIPMENT BAG, ORGANIZER AND VENTILATOR

AFFIDAVIT OF COMMERCIAL SUCCESS

I. This paper is submitted in accordance with MPEP 716.02(g) and as provided by 35 U.S.C. 25 and 18 U.S.C. 1001.

II. Applicant submits that the attached evidence provided by the Applicant, consisting of product awards and invoices of sales of the item covered by claims 24-27, 32-35, and 37-44 of the above cited US Patent Application, claim 24 as an example reproduced below, comprises a nexus between the claimed invention and evidence of commercial success.

Claim 24. (Previously Amended) *A bag, comprising of:*

a back wall;
a first unit connected to a top side of said back wall, said first unit capable of hanging said back wall to an external object, the external object being external to said bag;
a plurality of compartments on a front surface of said back wall, the plurality of compartments including a front portion comprising of netted material accommodating a circulation of air within said compartments, said compartments accommodating a plurality of objects;
a pair of straps disposed a predetermined distance from each other along the longitudinal side of a bottom portion of the back surface of said back wall to accommodate a carrying of said bag on the back of a user; and
a fastening unit securing one end [of] said back wall with the other end when said back wall is folded.

Kenneth B. Albritton
 Gearmax (TM)

By

Seal

R.E. Bushnell & Law Firm
 1522 "K" Street, N.W. Suite 300
 Washington, D.C. 20005-1202

CONTENTS

AWARDS / PRESS

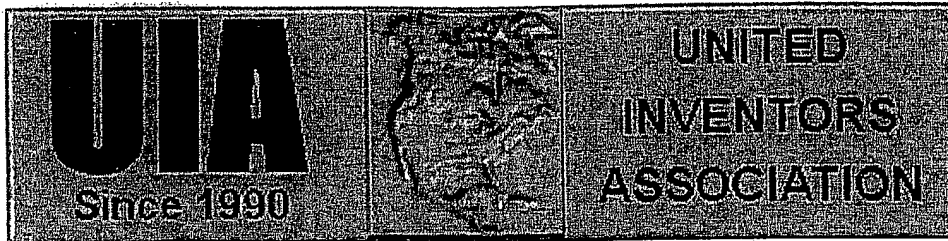
- United Inventor's Association New Product Search sponsored by Proctor & Gamble- Grand Prize Winner
- Inventor's Digest National Magazine article on new product story
- Tack 'N Togs - Equestrian National Magazine
- Hockey Trades – National Magazine
- Richmond Times Dispatch – Newspaper
- Super Show Trade Show – Innovations Section

CATALOGS

- Quixtar (Amway)
- Otomix – Fitness Magazine
- Dover Saddlery
- Techno Scouts

PRODUCT PICTURES

SMALL BACKPACK INVOICES July - October 2003	\$28,552
MEDIUM BACKPACK INVOICES 2002-03	\$19,246
EQUESTRIAN BACKPACK INVOICES 2002-03	\$22,092



[HOME](#) * [PAGE 2](#) * [JOIN](#)

UIA New Product Hunt Update

[View the Top Ten Finalists](#)

The Hunt is over. And the winner has captured the \$1,000 Grand Prize!
By Linda Dangelo, Assistant Editor, Inventors' Digest magazine

The excitement grew on Monday, October 27, as a panel of new product experts spent the day in Boston reviewing 34 semi-finalists of the 2003 Hunt for the Next New Hot Consumer Product, sponsored by the United Inventors Association, Inventors' Digest and Procter and Gamble. After hours of watching videos, testing prototypes, discussing and questioning, the panel narrowed the field to the Top Ten. The job of selecting the Grand Prize Winner went to two of our country's esteemed National Inventors Hall of Fame inductees - Forrest Bird, inventor of the respirator, and Robert Rines, inventor of high definition radar and sonar.

"All of the products had great merit, but we looked for the one that we felt would appeal to the most people," said Dr. Rines, after he and Dr. Bird announced that the **Grand Prize winner was Kenneth "Buck" Albritton's Gearmax™ Backpack**. Gearmax looks like a typical backpack when it's closed, but unzipped it's an extremely well-organized sports or travel equipment bag that can be conveniently hung and used as a "virtual" locker with a built-in ventilation system. Dr. Rines was impressed by the high-quality, detailed components of the product, and Dr. Bird indicated that its usefulness could potentially extend into the medical industry where the Gearmax could be packed with different sizes of respirator equipment when responding to emergencies. "Often we don't know if the emergency is an infant or a large adult," he shared. "This product is perfect to neatly pack different sized equipment and be able to access it quickly."

"Wow, this is really exciting and such an honor for us," shared Albritton, who was notified by phone of his first place status. But Albritton's not merely

"hanging around," waiting for more good news. He is continuing his efforts to market the Gearmax Backpack. "We recently received an agreement offer from a potential licensee that has the resources and distribution channels to make this happen in a huge way. I am negotiating the rights to continue to sell the packs, using them as the manufacturer. It seems it will be a good fit."

After investing hundreds of combined hours to identify the most marketable consumer products, the judges had requested that the semifinalists submit their completed products or prototypes, along with a video presentation identifying the features and usefulness of their invention. In the day-long final event, each product was painstakingly examined, its features and marketability analyzed in depth. The following semi-finalists (in alphabetical order) deserve honorable mention:

The Hand/Wrist Restorer, a disposable device which can be used for the relief of symptoms related to carpal tunnel syndrome. Inventor: Clyde Morgan of Olathe, Kansas.

Little Steps Handrail, an attachment designed specifically for small children, that can be easily mounted and removed without damage to the wall or existing handrail. Inventor: Karen Hargis of Livonia, Mich.

Mother's 3rd Arm, a holder for bottles and cups with a universal flexible "arm" that easily attaches to wheelchairs, tables, strollers, etc. Inventor: Margo Smith of Phoenix, AZ.

Multi-Alert, a multiple-unit wireless smoke detector that sends signals to all units in succession after one sound. Inventor: Richard Kirchner of Janesville, Wisc.

The Multipurpose Single Sheet Container, a single shipping box that can be configured to different shapes and sizes. Inventors: Richard, Bobby, Susie and Debra Kim, of Aurora, Colo.

Soundflips, acoustic ear warmers that allows users to hear outside sounds more clearly. Inventor: Spring Fausett of Mountlake, WA.

Roller and Stamper, a tool that creates "talking foods," with embossed messages and graphics for advertising, branding and fun. Inventor: Rich Errera of Nesconset, NY.

VISITCOM Doorbell Intercom, a user-installed, wireless front door communication system. Inventor: John Stuart of Scottsdale, AZ.

The waveRoaster, an at-home coffee bean roaster that eliminates smoke and heat typically associated with the process. Inventor: Glen Poss of Spokane, WA.

Press Release

Contact: Robert Lougher
Phone: (607) 565-9701

FOR IMMEDIATE RELEASE
9 AM EDT, November 5, 2003

CORPORATE AMERICA LOOKING FOR NEW PRODUCT IDEAS AMONG THE MASSES (AND OUT OF THE R&D LABS)

Never before has there been so much interest in seeking out new product ideas from the public sector. According to the United Inventors Association, this trend started a little over a year ago and has grown steadily ever since. Keeping in step with this trend, The Procter & Gamble Company sponsored "Hunt for the Next Hot New Consumer Product" announces its top ten prize winners of their search for new product ideas among the masses.

Boston, MA -- It was a crystal clear day in Boston, MA, high above the Boston Aquarium. The view overlooking Boston Harbor was magnificent, but all eyes were focused on the top 34 semifinalists of the United Inventors Association (UIA), Inventors' Digest, The Academy of Applied Science New Product Hunt. This search was sponsored by The Procter Gamble Company. After weeks of reviewing hundreds of entries a team of experienced judges narrowed the field down to just 34. It was

now up to a new set of judges to select the top ten finalists. Though the inventors were not there, all of their prototypes and demonstration tapes were. Every new product concept was the brainchild of an independent inventor. These inventors were the man next door, the aunt, the father, the common laborer, the college professor, a true representation of our society. They do not represent Corporate America, yet they are who Corporate America is now reaching out to.

What did they find? The Top Ten Winners were:

The Hand/Wrist Restorer, a disposable device which can be used for the relief of symptoms related to carpal tunnel syndrome. Inventor: Clyde Morgan of Olathe, Kansas.

Little Steps Handrail, an attachment designed specifically for small children, that can be easily mounted and removed without damage to the wall or existing handrail. Inventor: Karen Hargis of Livonia, Mich.

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According to the Executive Director of the UIA, Robert Lougher, "The Procter & Gamble Company are not the only industry leaders reaching out to the independent inventor community. This growing trend is a direct result of the Internet. Because of the educational material available on the Internet, inventors are much smarter and are beginning to understand corporate expectations, a major stumbling block in the past."

The United Inventors Association (www.uiausa.org) was founded in 1990 as an outgrowth of a U.S. Department of Commerce program on innovation in America. This non-profit 501(c) (3) organization's membership includes inventor organizations as well as individual members. The UIA's mission is to educate and support those entrepreneurs who are developing new products.

Inventors' Digest (www.inventorsdigest.com), founded in 1985, is a national magazine dedicated to educating independent inventors about the new product development process. Articles include success stories and "how-to" pieces as well as networking opportunities for those individuals who have ideas for new products and are seeking assistance.

Since 1963 the **Academy of Applied Science** (www.aas-world.org) has been dedicated to stimulating people of all ages to think

creatively and to realize their innate innovative talents. This non-profit 501(c) (3) organization administers several national and regional youth science and invention programs.

The TOP Ten Prize winners can be viewed on-line at
<http://www.inventorhelp.com/FirstScreen/HuntTopTen.htm>

Photos of Judging are at
<http://www.inventorhelp.com/FirstScreen/TopTenJudging.htm>

Inventors[®]

Sept 11, 2001
I shall never forget!

NOVEMBER/DECEMBER 2003

BEST AVAILABLE COPY

DIGEST

H E Y I N V E N T O R !

IS YOUR PERSONALITY HURTING
YOUR INVENTION? ARE YOU
READY FOR THE INVENTORS'

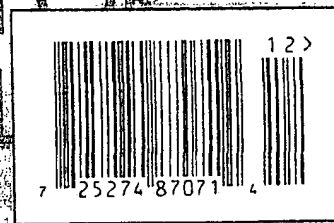
STAR SEARCH? ARE YOU A
PASSIONATE PROBLEM SOLVER?

DO YOU INVENT FOR FUN OR
MONEY? WHO OWNS YOUR
INVENTION? WHAT ARE YOUR

PROTOTYPE OBJECTIVES? DID
YOU KNOW THAT JUAN VALDEZ

IS NOT RESPONSIBLE FOR
THE WORLDWIDE POPUL

OF COFFEE?



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he drew the attention of CNBC reporter Bill Griffeth, who proclaimed it his favorite low-tech product of the

makes it a better product than its competition," Schriefer says. "FlexUSB is different because there are NO competing products on the market." Connect with FlexUSB or QuickPinch at www.ideative.us, 972-395-9600 or tavis_schriefer@ideative.us (QuickPinch: \$4.99/8 pk.)

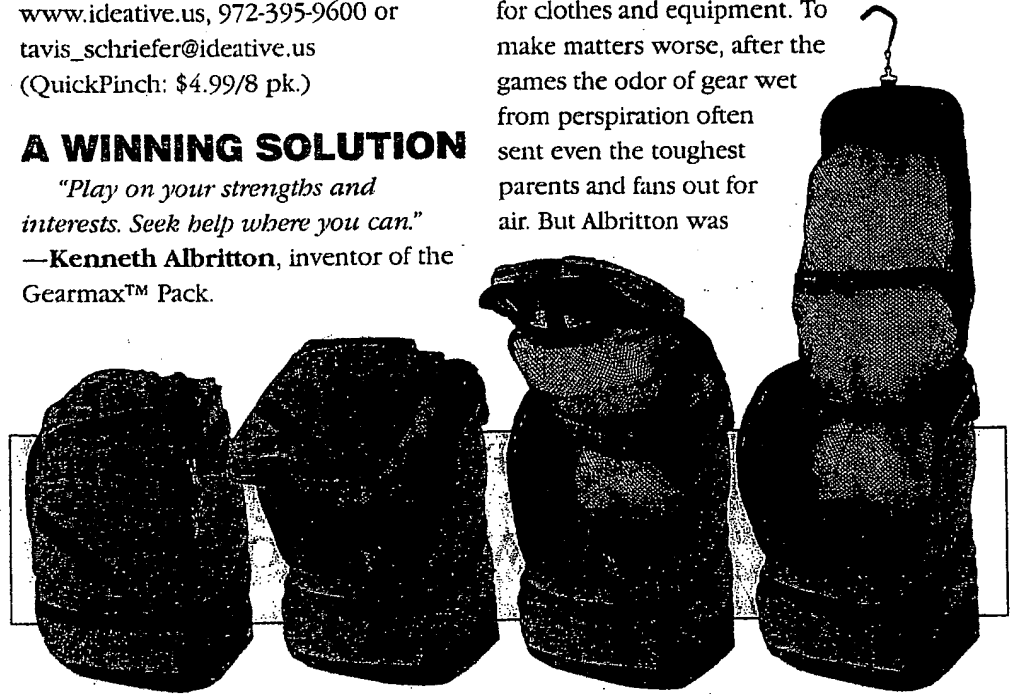
A WINNING SOLUTION

"Play on your strengths and interests. Seek help where you can."
 —Kenneth Albritton, inventor of the Gearmax™ Pack.

IT LOOKED LIKE A LOSE-LOSE situation for hockey coach "Buck" Albritton of Ashland, Va. His junior players repeatedly littered the floors and aisles at the rink searching through their duffel bags for clothes and equipment. To make matters worse, after the games the odor of gear wet from perspiration often sent even the toughest parents and fans out for air. But Albritton was

show. "Everyone who stopped at our booth wanted to know where they could purchase the product," Schriefer recalls, "so I sent them to my web site."

QuickPinch has sold so well that Schriefer's company has added to its line by launching a new product, FlexUSB™, a flexible adapter for connecting USB devices to computers in cramped spaces. "Unlike QuickPinch, which has an original design that

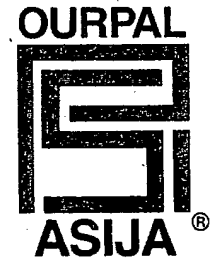


(Continued on page 25)



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SEASON'S GREETINGS

Futurists and Inventors Association (*meets on 2nd Saturday of each month at my home in Shelton*) wishes YOU peace and prosperity because Jesus is the reason for the Season. Jesus loves you and so do we. May all the righteous desires of your heart be fulfilled. May all your inventions help the society and the posterity.
 Keep ON Invent'N & Endure to the END.

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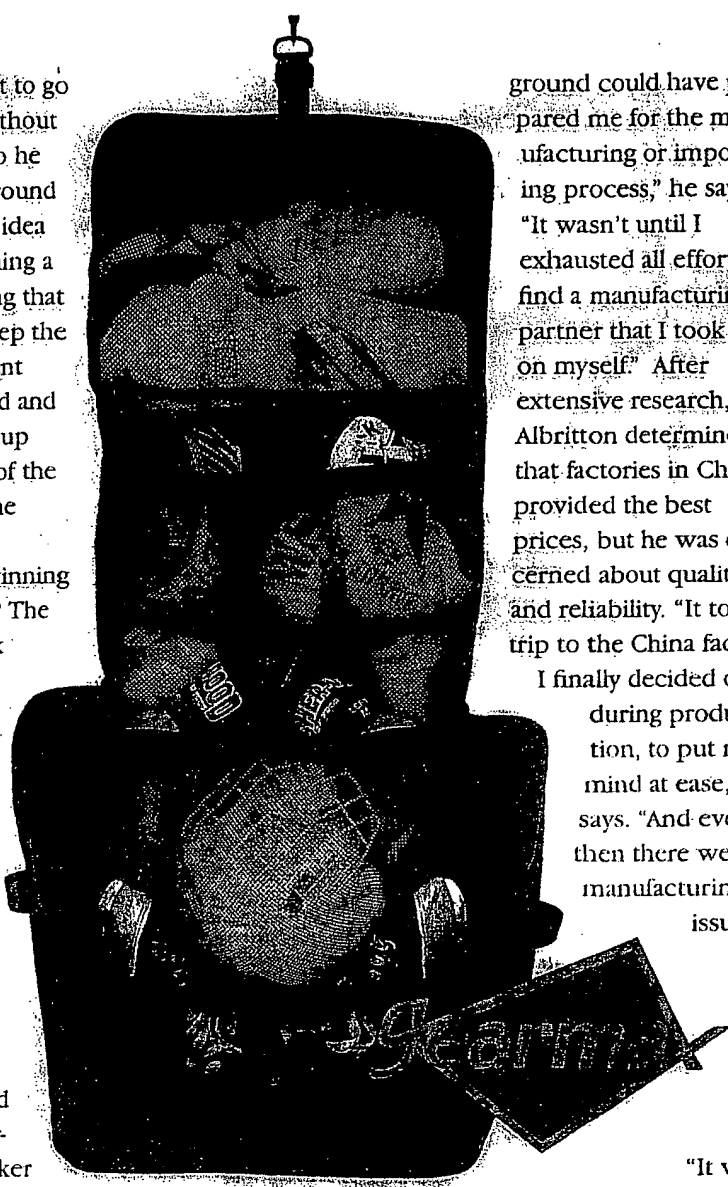
not about to go down without a fight, so he played around with the idea of designing a sports bag that could keep the equipment organized and be hung up and out of the way at the rink.

His winning solution? The Gearmax Pack, which looks like a traditional backpack when it's zipped, but unzipped it's a "virtual" locker and ventilation system. Albritton's edge was

that he individually designed heavy-duty interior mesh pockets specifically for the equipment and gear to be carried, then custom built the outer shell around them.

"The initial feedback was great," Albritton shares. "Not only were the kids more organized, but their parents told me they borrowed the pack for weekend trips and loved the fact that they didn't have to unpack in the hotel room. It sparked the idea of using the product to launch a startup business."

Albritton's marketing and sales background helped in the research, sales and negotiating elements involved, "but nothing in my back-



ground could have prepared me for the manufacturing or importing process," he says. "It wasn't until I exhausted all efforts to find a manufacturing partner that I took it on myself." After extensive research, Albritton determined that factories in China provided the best prices, but he was concerned about quality and reliability. "It took a trip to the China factory

I finally decided on, during production, to put my mind at ease," he says. "And even then there were manufacturing issues.

"It was overwhelming. I felt like I was spinning plates on sticks and each represented a different category - patents, research, sales materials, photo shoots, administration and shipping. I didn't have time to keep all of the plates spinning, yet I felt I had to add another plate, a smaller backpack, because I saw opportunities that were being missed."

The Gearmax Pack made its debut at a hockey trade show in February 2002. "In retrospect, we should have displayed at a show with broader appeal and bigger retailers," Albritton says. "We found the smaller retailers straining to meet their minimum purchase requirements for the privilege of having the brand names in their stores."

Albritton introduced the smaller

pack this February at the Super Show in Las Vegas, Nev., and was pleased with the end results. "Another hard lesson learned, however," he offers. "We signed up for the Innovation section, which we later found was located in the basement, away from the main floor where the buyers attended. Also, we were not allowed to sell from that location."

That doesn't mean people weren't buying. Today, The Gearmax Pack is available through Otomix and Quixtar catalogs, equestrian shops across the country (Dover Saddlery and State Line Tack are including it in their catalogs), 60 A&N Stores in Virginia and numerous hockey rinks.

Albritton directly credits his wife Susan for his success. "Her enthusiasm kept me going, even through the toughest times," he says. "She saw potential when I didn't and has had unfailing confidence from the beginning. When I second guessed our decisions because of mistakes or miscalculations, she would be quick to add, 'If it were easy, everybody would be doing it.'"

We'd say there are two coaches in this family.

Score your Gearmax Pack at any of the above locations. E-mail Buck@Gearmax.com, call 804-798-5583 or visit www.gearmax.com for more information. (Price: \$39.00-79.00)

A SIMPLE SOLUTION TO A SLIMY PROBLEM

"Research is about finding ways to make nature reveal its secrets. Inventing is about finding ways to overcome problems." —Marcos Shayo, inventor of the Banus® soap dish.

MARCOS SHAYO IS A PROBLEM SOLVER. One day, the psychologist and biologist is working at the NYU Medical Center, researching the causes of Alzheimer Disease. The next, he is addressing another essential, perhaps less critical issue: How to keep scum out of his soap dish.

(Continued on next page)



he drew the attention of CNBC reporter Bill Griffith, who proclaimed it his favorite low-tech product of the

makes it a better product than its competition," Schriefer says. "FlexUSB is different because there are NO competing products on the market." Connect with FlexUSB or QuickPinch at www.ideative.us, 972-395-9600 or tavis_schriefer@ideative.us (QuickPinch: \$4.99/8 pk.)

A WINNING SOLUTION

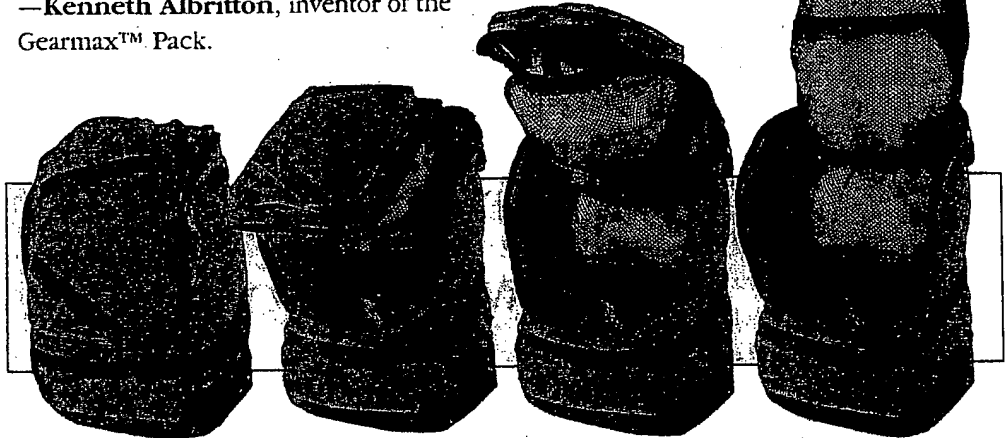
"Play on your strengths and interests. Seek help where you can."

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(Continued on page 25)



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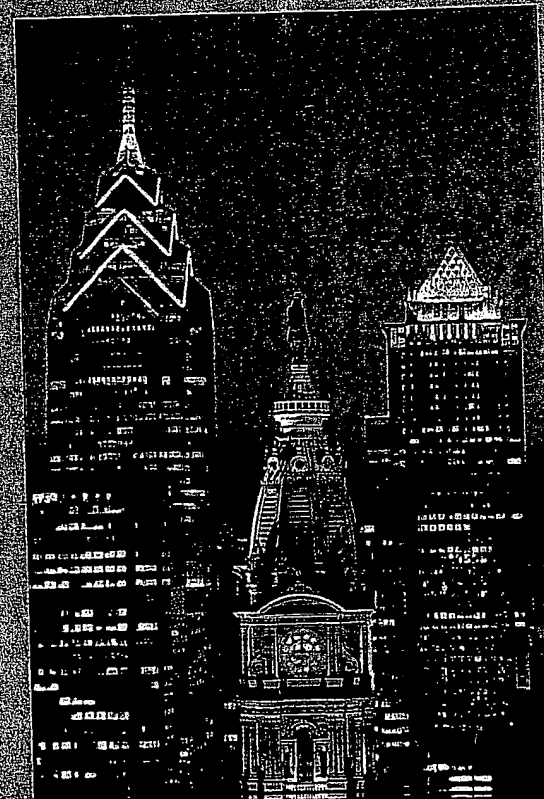


Tack'n Togs

Special Market Issue

Review: Fall 2002

Preview: Winter 2003



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Profile: The Leather Factory p.14

Doing Business: Tradeshow p.20

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A Smashing Success

As you probably already heard the inaugural IWE Show was a smashing success.

"From my perspective, the show afforded us with an opportunity to meet with many of the key decision makers at the larger suppliers in our industry. That kind of concentration really improves efficiency for us."

-Laurie Grijalva, Merchandise Manager for Boot Barn

"It's fun to go out for dinner and shows at night. I'll be doing a third of my annual buying here this week, and you can bet I'll be back in March. In fact, I'd like to replace Denver with this show."

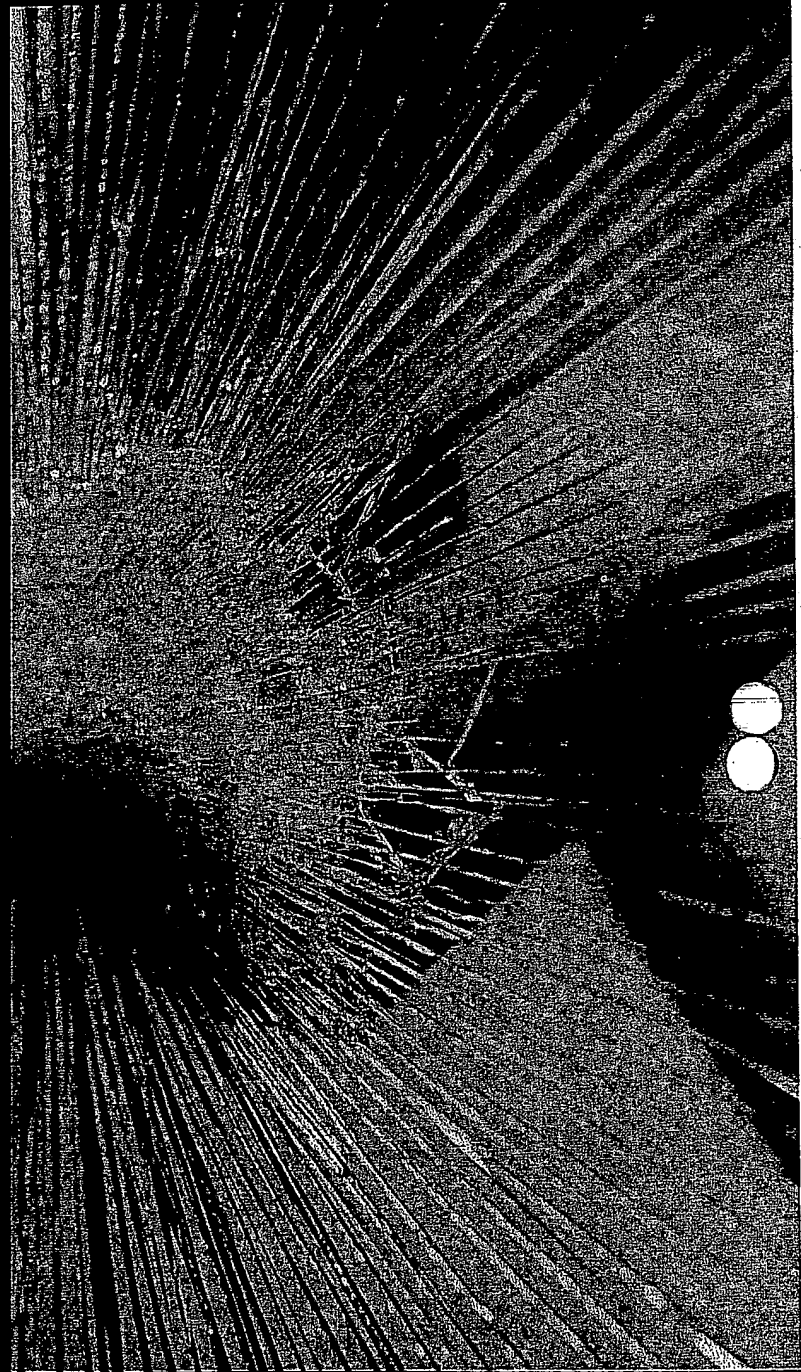
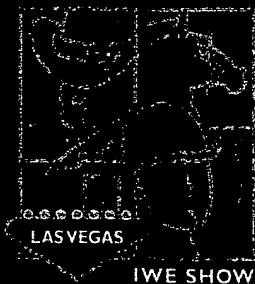
-Yvonne Gleason, buyer for Boot Scootin'

"Typically we run from Dallas to Denver, back and forth and try to do business in the fall. This puts it in one location. We chose this versus the other two. I'm pleased with the market so far - very pleased."

-Doug Lammle - Lammle's Western Wear

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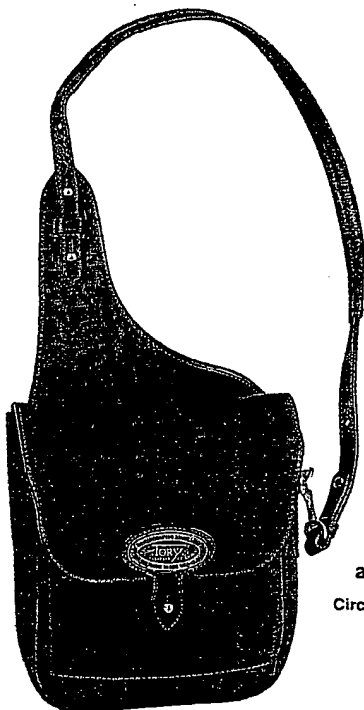
The Bucket Bag from the Promontory Point collection by Weaver West is a casual, zipper-top purse with class equestrian details.

Circle No. 464 on ACTIONCARD



The Frontier Vest from Cattle Kate features notched lapels and three watch pockets in front. Full silk lining.

Circle No. 465 on ACTIONCARD



The sling satchel from Tory Leather Company is made of English bridle leather and is designed for added comfort.

Circle No. 466 on ACTIONCARD

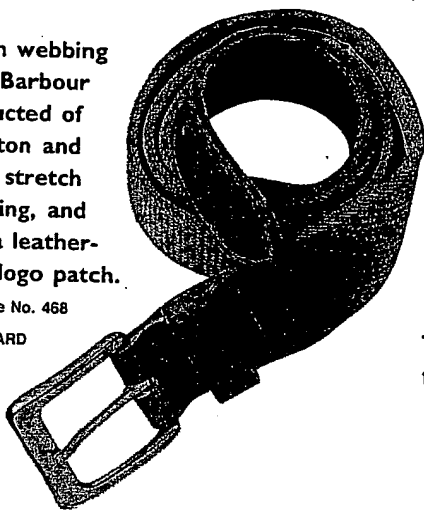


The Equestri Backpack from Gearmax looks like an ordinary backpack but unzips to a hanging portable locker.

Circle No. 467 on ACTIONCARD

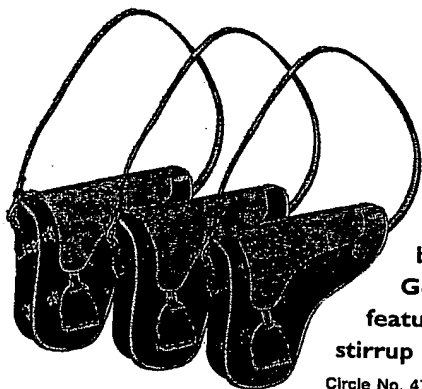
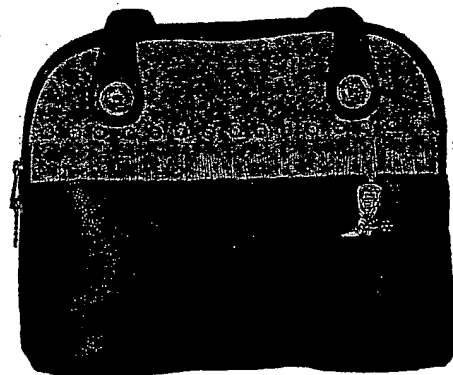
The stretch webbing belt from Barbour is constructed of cotton and elastane stretch webbing, and features a leather-embossed logo patch.

Circle No. 468 on ACTIONCARD



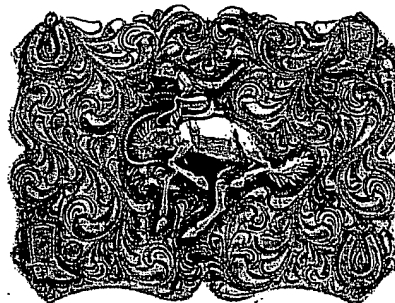
The cowhide tote from Gordon and James is dark brown with studs and conchos.

Circle No. 469 on ACTIONCARD



The Saddle Up Lina! shoulder bag from Leather Goods of Spain features a miniature stirrup and leather strap.

Circle No. 470 on ACTIONCARD



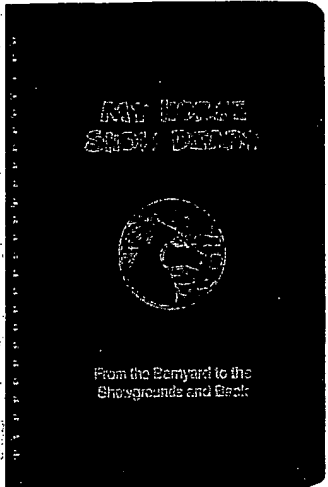
The Buckaroo buckle from Vogt Silversmiths is hand-engraved from solid, sterling silver with antique finish.

Circle No. 471 on ACTIONCARD



what's new

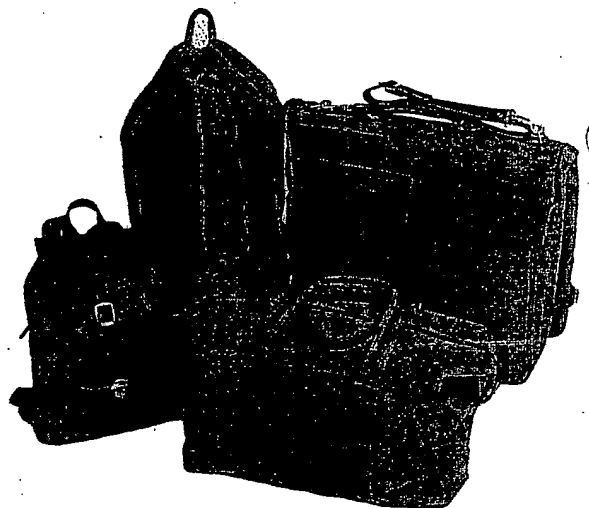
New Products



◀ Just for Show

My Horse Show Diary was designed by a retired, world-class judge and exhibitor, and includes a monthly show planner, expense ledger, and show experience log. Spiral-bound with leatherette cover. From Cory Kammler Agency.

Circle No. 472 on ACTIONCARD



▲ Get Packing

Beval Saddlery's collection of bags and accessories are constructed of canvas and leather and include a backpack, garment bag, duffel, and smaller backpack.

Circle No. 473 on ACTIONCARD



Ride Safely ▶

The Gepe Safe-T-Rider is mounted on saddles to ensure the stirrup strap releases in case of accident. Slips onto the stirrup bar with the leather looped over it. From Gepe Produkt AG.

Circle No. 474 on ACTIONCARD

Better Safe Than Sorry ▶

Stallsafe promotes the growth of good bacteria, which eats bad bacteria to keep horses healthier at home or in show facilities. Safe for stalls, horse trailers, tack, or water buckets. 100 percent natural.

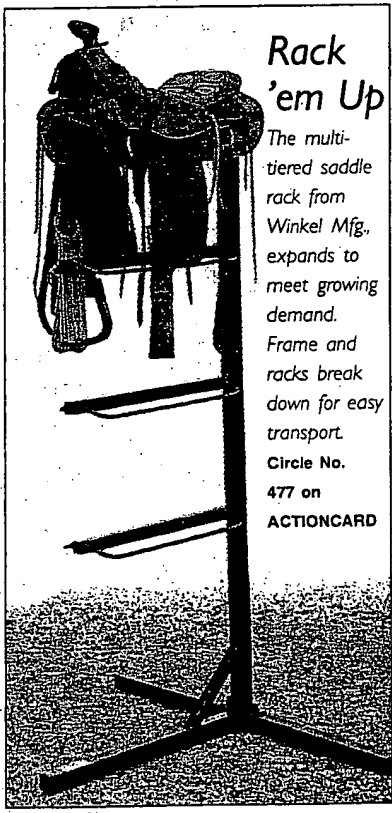
Circle No. 475 on ACTIONCARD



◀ Hoof Helper

All-natural, lanolin-rich hoof oil promotes healthy hoof growth and helps prevent dryness. Also contains vitamins and other moisturizing oils. From Equine Science.

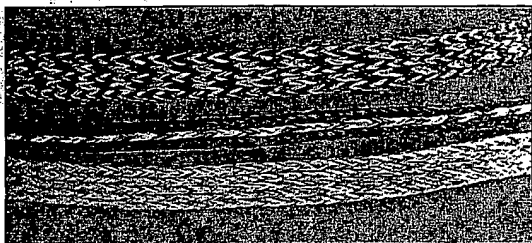
Circle No. 476 on ACTIONCARD



Rack 'em Up

The multi-tiered saddle rack from Winkel Mfg. expands to meet growing demand. Frame and racks break down for easy transport.

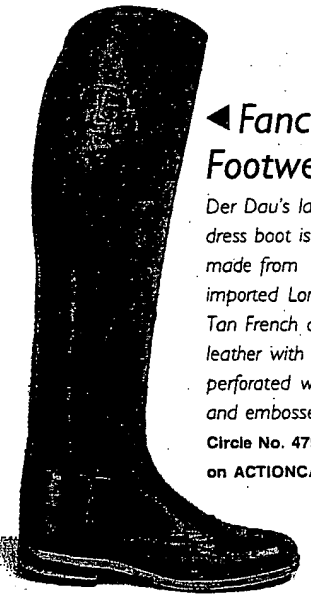
Circle No. 477 on ACTIONCARD



▲ Hat Trick

No tassel hatbands offered by Colorado Horsehair provide a cleaner, classy, no frills alternative. Handmade of 100 percent horsehair.

Circle No. 478 on ACTIONCARD



◀ Fancy Footwear

Der Dau's latest dress boot is made from imported London Tan French calf leather with a perforated wingtip and embossed leg.

Circle No. 479 on ACTIONCARD

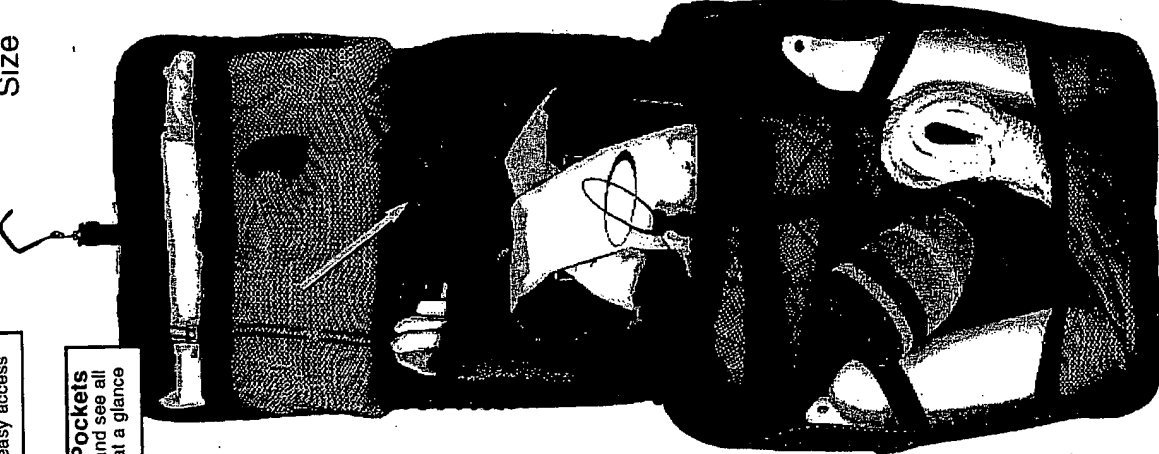
For information on submitting a new product to What's New, call (952)930-4367 or email pwahl@tackntogs.com

NEW Organizes **Gearmax™ Hanging Locker Pack** Full Size

NEW Organizes **Gearmax™ Hanging Locker Pack** Compact Size

Protects
Stores
Sorts
Dries

Protects
Stores
Sorts
Dries



Heavy Duty Hook
Hangs on locker door or anywhere for easy access

Top Entry Pocket
Convenient access to key items

Mesh Pockets
Ventilate and see all your gear at a glance

Zipper Entries
Allows quick access from top pocket when the pack is closed and inside while open

Patent Pending

Side Mesh Pockets
Elastic bands secure gear

Privacy Pocket
Secure personal items out of sight (lockable)

Inside Compartment
(not shown) provides additional protection

Vented Wet Pocket
Store wet items separately

Velcro Side Strap
Keeps equipment in place

Patent Pending

Gym - Baseball - Martial Arts Soccer and many other uses

Use it for all your gear

The Gearmax system makes it fast to find what you need. No more hunting through oversized, cluttered work out bags. Just unzip and hang it on your locker door or anywhere while you dress. The Gearmax Hanging Locker Pack puts everything at easy reach.

Gearmax™ Hook up your sport

Gearmax™ Hook up your sport

www.gearmax.com

www.gearmax.com

Meet while at the Super Show by calling Buck Albritton at 804 852-4343 or leave a message at the Venetian

Meet while at the Super Show by calling Buck Albritton at 804 852-4343 or leave a message at the Venetian

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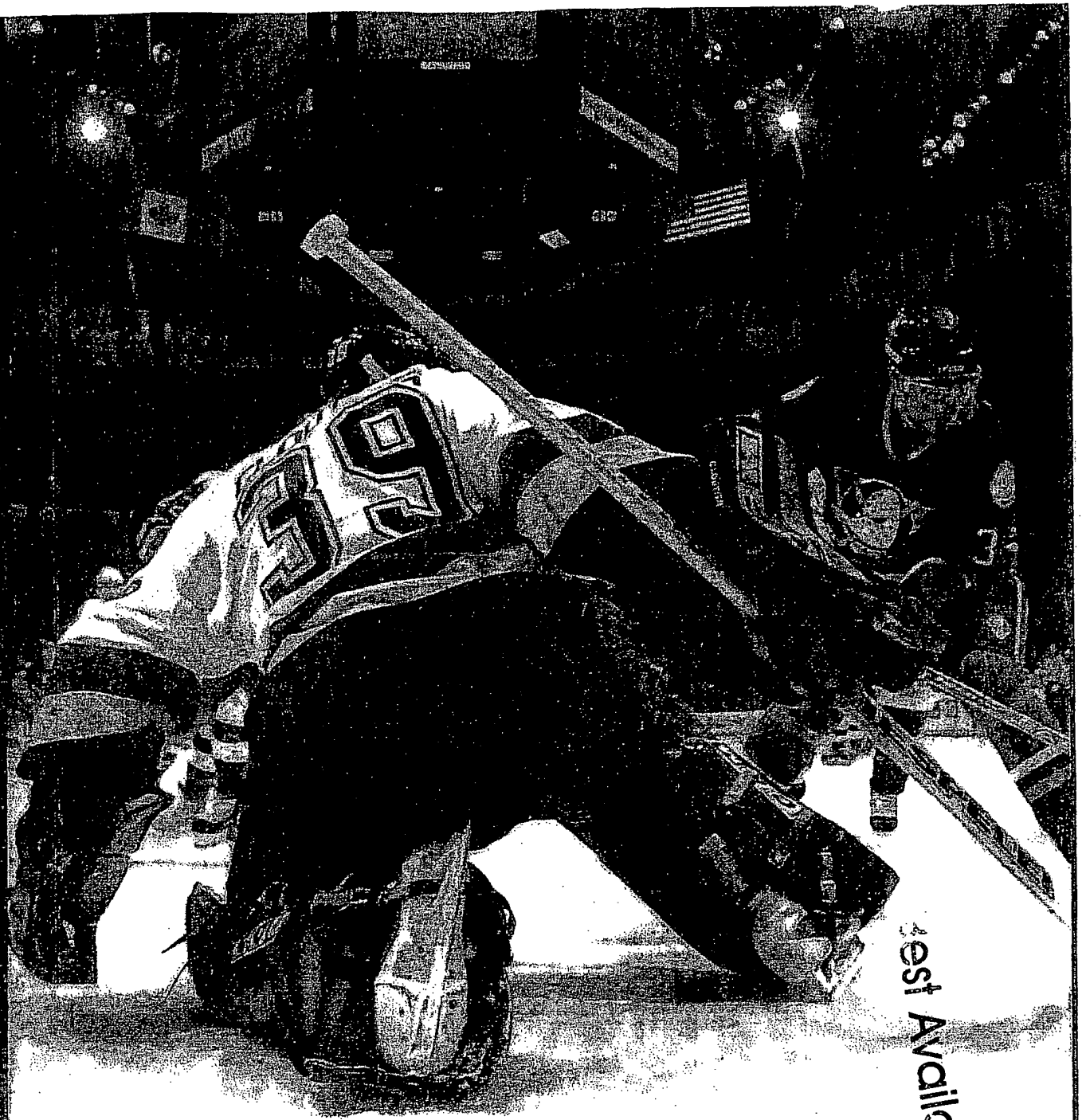
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**Concise Preview
Everything New for 2003!**

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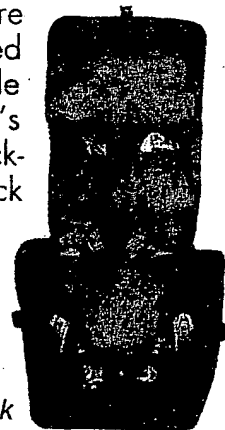
Bauer introduces all-new bag program, two new sandals for 2003

Bauer is introducing a whole new bag program for 2003, headed by the Vapor SFL XX wheeled bag with telescopic handle. Available in senior and junior versions, the Vapor XX has a 600-denier construction backed with 600-denier nylon (combined with a coated canvas bottom) and #10 zippers. It has a U-shaped opening with dual zippers, a spacious end pocket and exterior side skate pockets. There are two double-stitched side straps along with a heavy-duty shoulder strap. The new Bauer bag program also includes a team canvas bag (senior only) with a single #10 centered zipper, regular side straps and end handles and interior vented skate pockets. This bag is done in 1200-denier poly back with 1200-denier nylon (with a coated rubberized bottom). There is also a Classic Gold carry bag (senior only) done in 1200-denier poly backed with 600-denier nylon. This bag has a D-shaped opening with dual zippers, two regular side straps and a three-way adjustable shoulder strap, two end storage pockets and exterior vented skate pockets.

The new bag program also includes a Classic Silver carry bag with 600-denier poly backed with 600-denier nylon construction. It has a U-shaped opening, two regular side straps and a shoulder strap, one end storage pocket and exterior side skate pockets. Available in senior and junior versions. The new Bauer Classic carry bag has a 600-denier poly backed with 600-denier nylon construction, centered dual zippers, side straps and exterior side skate pockets. Available in senior and junior versions. In footwear, there are new Bauer Vapor sandals for 2003 with EVA soles and two-piece hook and loop uppers. Graphics are black/silver. New Bauer Classic sandals feature a hard EVA sole with soft EVA top covering, along with a neoprene strap upper. **More information:** Bauer Nike Hockey U.S.A. Inc., 150 Ocean Road, Greenland, NH 03840. Tel: 603/430-2111. Toll-free: 1-800-362-3146. Fax: 603/430-3010. **Canadian retailers contact:** Bauer Nike Hockey Canada, 6600A Millcreek Dr., Mississauga, ON L5N 8B3. Tel: 905/363-3200. Fax: 905/363-3201.

Gearmax introduces a junior Hockey Pack to store and dry gear

The new Gearmax Jr. Hockey Pack has been designed to organize, store and dry junior-player hockey gear. "No more hunting through cluttered hockey bags," Gearmax said. "Just unzip and hang it anywhere while dressing." All of the equipment is visible at a glance. When the game's over and it's time to dry the gear, unzip and hang again. "The mesh pockets allow ventilation without removing gear," Gearmax said. "A quick glance tells you everything is there before leaving for the game." There is a companion Sr. Hockey Pack as well. **More information:** Gearmax, 11227 Mayers Run, Ashland, VA 23005. Tel: 804/798-5583.





Buck Albritton of Hanover County is the developer of the Gearmax bag. The bag converts from a backpack to a hanging locker. About 150 stores nationwide carry the bag.

Idea for better bag gaining a following

Buck Albritton saw a need while helping coach his children's hockey teams. The duffel bags that his children and other kids were using often were cluttered and not very organized. He decided to develop a sports bag that looks like a backpack but, in one zip, becomes a

hanging locker. "They needed something that was simple so that they could tell where all of their stuff was," Albritton said. Taking inventory of what you needed meant having to take everything out of the bag.

GREGORY J. GILLIGAN

After three years, the Hanover County man's idea for the Gearmax bag has become reality.

Initially designed for hockey players, the bag has gained a broad appeal among other sports enthusiasts.

The inside of the bag has mesh compartments. That way, Albritton said, users can see what's in the bag. The mesh also allows the bag's contents to be exposed to air, so wet gear or clothes can dry more easily.

Even travelers are buying the bag to use as casual luggage. "You unzip it in the hotel room and you don't have to take everything out of the bag because it is all right there in front of you in different pockets," Albritton said.

About 150 stores nationwide, including local A&N stores and Reliance Marine, are carrying Gearmax. Albritton is trying to get the bag into more stores.

Nearly 600 bags have been sold since midsummer when he began distributing the product.

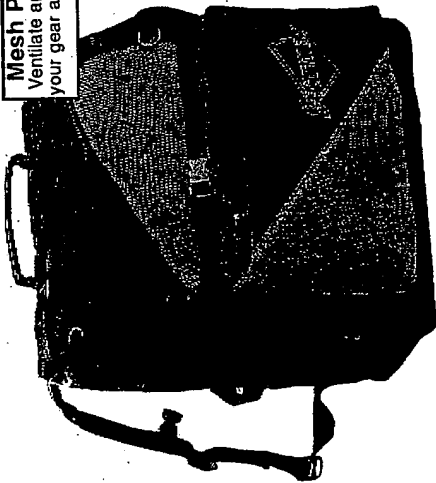
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NEW Organizes Protects Sorts Dries
Gearmax™ Hanging Locker Pack

Full Size

Heavy Duty Hook
 Hangs on locker door or anywhere for easy access

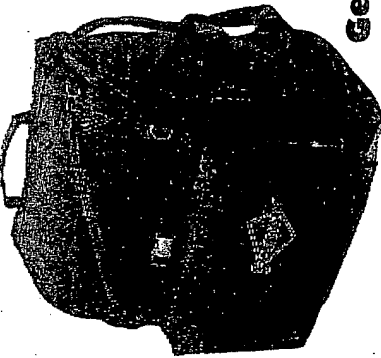
Mesh Pockets
 Ventilate and see all your gear at a glance



Patent Pending

Use it for all your gear

The Gearmax system makes it fast to find what you need. Just unzip and hang it up to take inventory at a glance while giving you more space on deck. Wet items dry in mesh pockets while stored up and away on its heavy duty hook. The backpack design allow your hands to be free.



Gearmax™ Hook up your sport

NEW Organizes Protects Sorts Dries
Gearmax™ Hanging Locker Pack

Compact Size

Top Entry Pocket
 Convenient access to key items

Heavy Duty Hook
 Hangs on locker door or anywhere for easy access

Velcro Side Strap
 Keeps equipment in place

Zipper Entries
 Allows quick access from top pocket when the pack is closed and inside while open

Mesh Pockets
 Ventilate and see all your gear at a glance

Patent Pending

Side Mesh Pockets
 Elastic bands secure gear

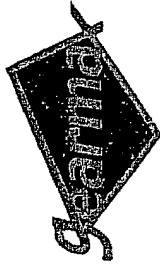
Vented Wet Pocket
 Store wet items separately

Gym - Baseball - Martial Arts Soccer and many other uses

The Gearmax system makes it fast to find what you need. No more hunting through oversized, cluttered work out bags. Just unzip and hang it on your locker door or anywhere while you dress. The Gearmax Hanging Locker Pack puts everything at easy reach.

Inside Compartment
 (not shown) provides additional protection

Privacy Pocket
 Secure personal items out of sight (lockable)



Gearmax™ Hook up your sport

STOREFORMORE

More of what you want - selection, brands, value.

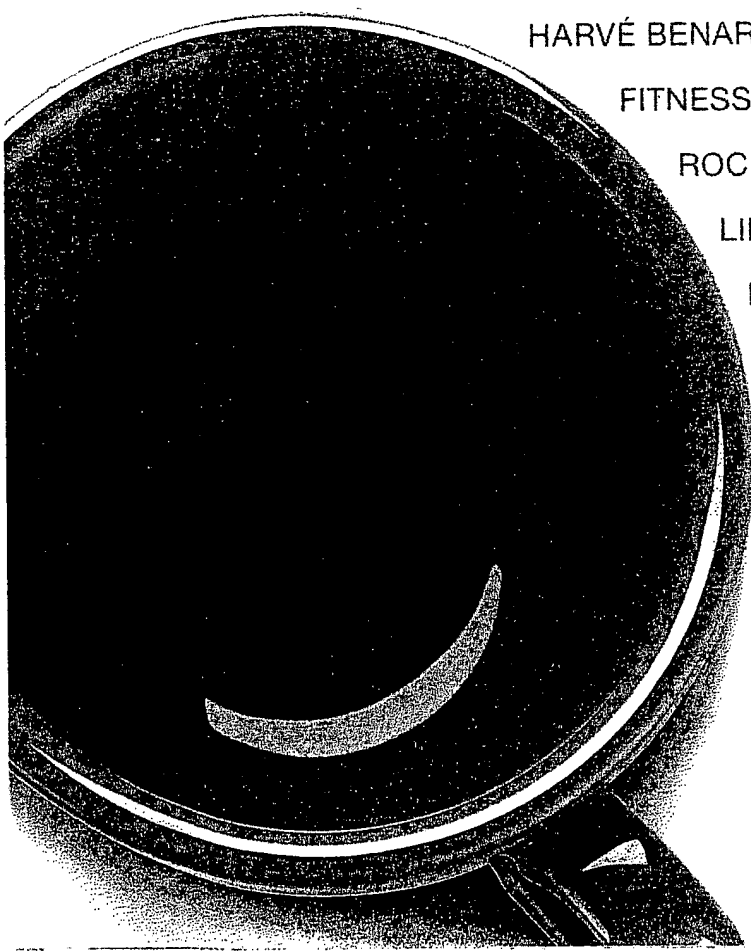


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FALL-WINTER 2003



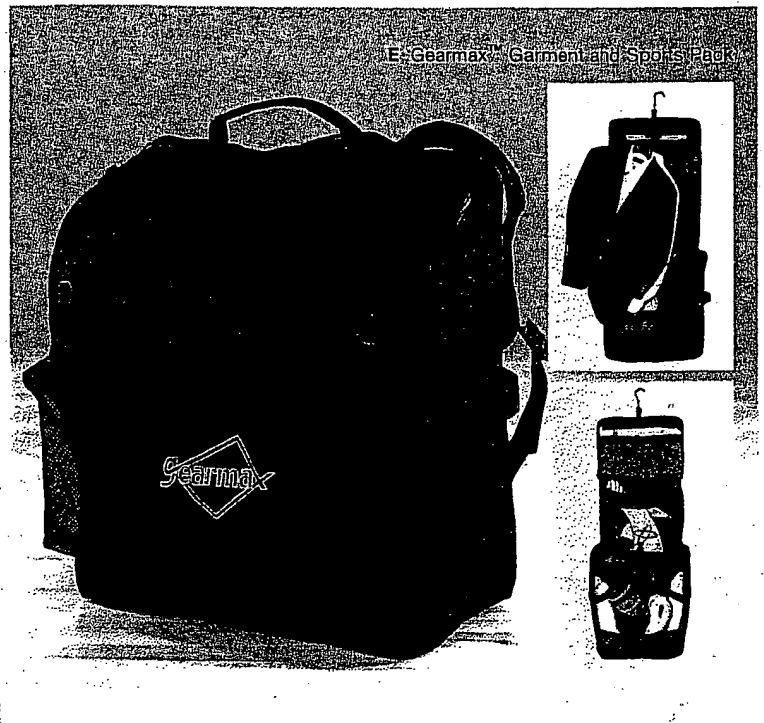
ADIDAS BUNN DR. MARTENS JVC HAGGAR REVLON LANE OLGA PRO
SIMMONS VIVITAR SONY BALI FILA PENTAX BLACK & DECKER NIKON
NORELCO STANLEY AMERICAN TOURISTER JANSPOUT HOOVER GBX CHAI
AEROBED RCA PHILIPS AT&T FIESTAWARE PLAYTEX RUBBERMAID SIMPL
HAMILTON BEACH DOCKERS DANSKIN SAMSONITE EUREKA WEIDER OXO
GOLD TOE AVIA BUXTON FUJIFILM ISLEEP LAUREN RALPH LAUREN M.
CANNON SLATES PIONEER TIMEX LEVI'S KODAK MINOLTA CONAIR RE
CHAPS RALPH LAUREN FLORSHEIM OLYMPUS UNIONBAY EMERILWARE M
OCEAN PACIFIC TOSHIBA CUISINART KITCHENAID GLAMORISE TAYLOR
NATURALIZER DICKIES BEAUTYREST SHARP PERRY ELLIS JENSEN NINE
LIZSPORT NEW BALANCE REMINGTON SHOP VAC DEER STAGS ASICS TH
JOCKEY ROCKPORT ORAL-B FISHER-PRICE MUDD LIZ CLAIBORNE PANAS
AEROSLES CALVIN KLEIN BONGO PRESTO COLUMBIA BROTHER HI
SKECHERS LEE EUROPRO SAFETY FIRST SONICARE ROWENTA ALEXANDER J
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J.A. HENCKELS KENNETH COLE PARIS BLUES PUMA GEORGE FOREMAN SH
HARVÉ BENARD EVENFLO WESLO JOHNSTON & M
FITNESS QUEST BORN FRENCH TOAST CATERF
ROCKET DOG POLLENEX SEIKO MAIDEN
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HUSH PUPPIES ROYAL VELVET PENDL
ANNE KLEIN ZYLISS WOOLRICH FIELDC
WATER PIK SINGER MAYTAG FARBE
STEVE MADDEN ORECK COSCO C.



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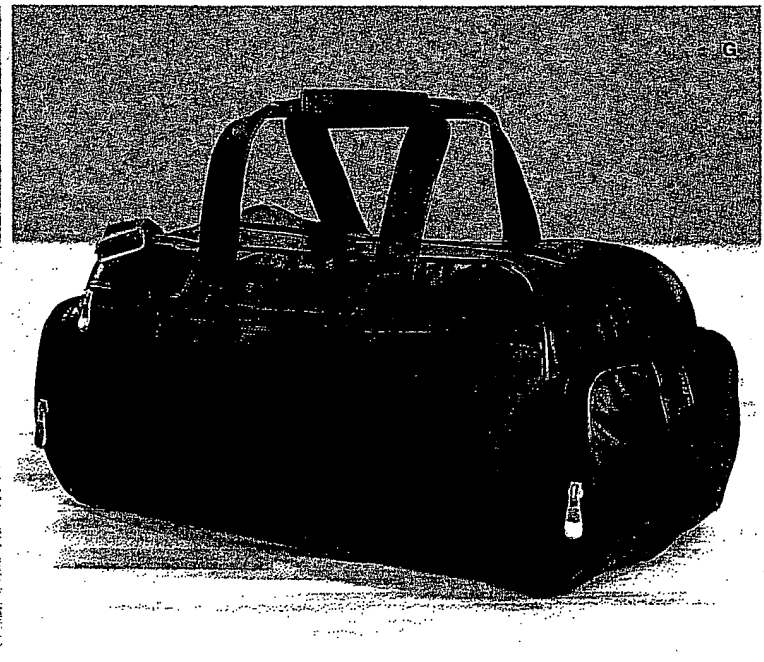
D KLUGE
Two plastic panels
are detachable.



E Gearmax™ Garment and Sports Pack



F JANSPORT



G

D KLUGE® FLIGHT EZ WHEELED CARRY-ON LUGGAGE SYSTEM

Ease through security lines. This 19-in. wheeled carry-on is separated into two compartments – one 6-in. deep, the other 3-in. deep. Three-inch front compartment features removable accessory panels with see-through PVC pockets, Velcro® backs, and hanging loops for your convenience – just pull them out and hang them on your hotel's shower or closet rod. Outside front zippered pocket with flap cover. Top and side handles. Approx. 19"H x 13½"W x 9"D closed. 600-denier polyester/ramie with trim detail. Imported. Black. P999B1999Y5220 60-7374-A3 59.99

E GEARMAX GARMENT AND SPORTS PACK

Backpack and garment carrier in one. Zip it up, and your well-sorted clothes fit into a comfortable, easy-to-carry backpack. Unzip, and you have a portable hanging closet for apparel or sports gear. Find what you want fast through mesh pockets. Approx. 21"H x 18"W x 10"D closed. Water-resistant 600-denier polyester. Imported. Black. P999B1999Y5220 60-7378-A3 59.99

F JANSPORT® DAYPACK

This daypack features S-curve shoulder straps for a snug, comfortable fit. One main compartment and one half-main compartment with utility pockets. V-loft pocket

has a convenient headphone/headset wire port. Front zippered slash pocket. Fully padded back. Approx. 18"H x 12"W x 5½"D. 600-denier polyester. Imported. State color number: (40)Light Blue, (41)Navy. P583B1166Y3045 84-0373-A3 34.99

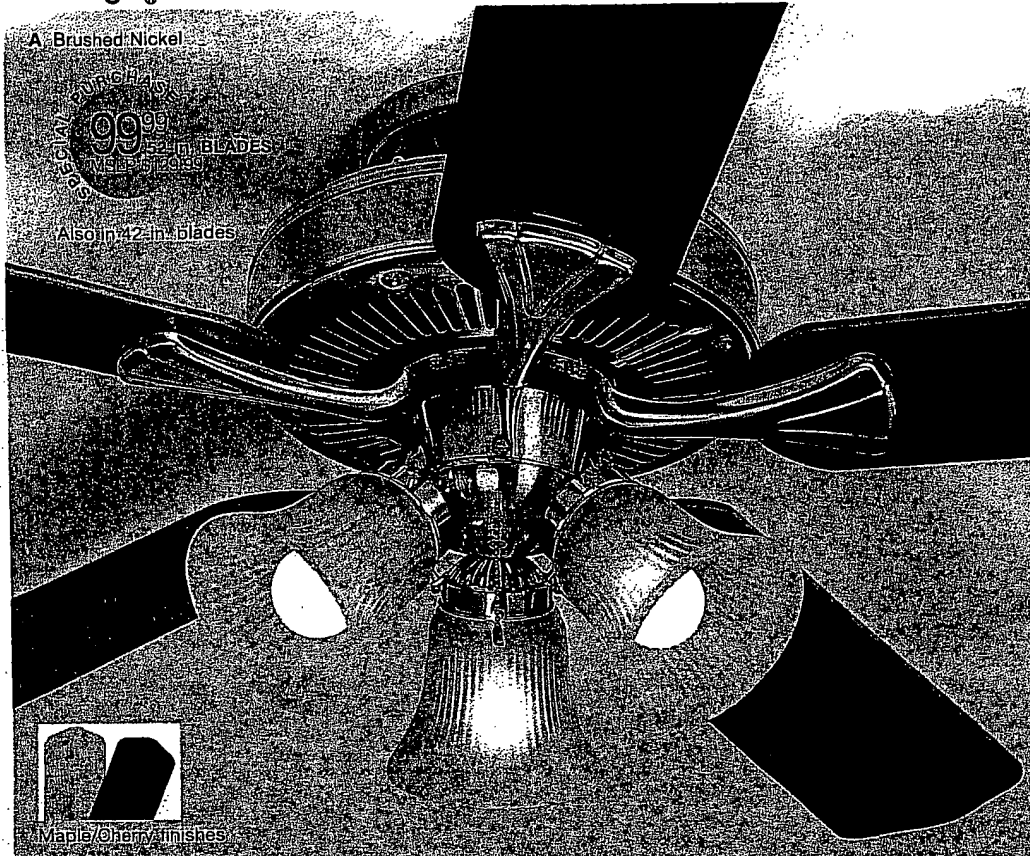
G DUFFEL BAG

Retro styling with lots of zip. The top zip main compartment is flanked by gusseted zippered end pockets. Sturdy double handle with Velcro® grip. Adjustable strap with non-slip shoulder grip. Front zipper pocket. Approx. 12"H x 21"W x 11"D. Deluxe leather-like PVC with silver-plated hardware. Imported. Black. P499B999Y2610-60-7379-A3 29.99

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brings comfort home, 12 months a year



A Brushed Nickel

Special
9999
52-in. BLADES
MSRP \$179.99

Also in 42-in. blades



Maple/Olive finishes



B Provencal Gold

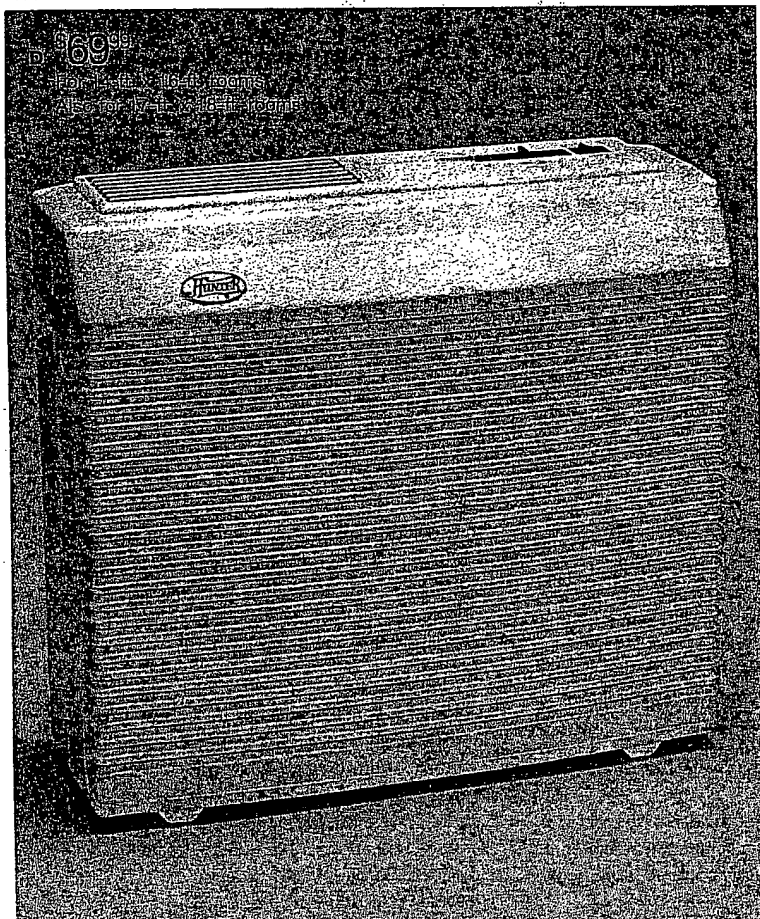


Madira/Oak Light Olive finishes

C French Vanilla

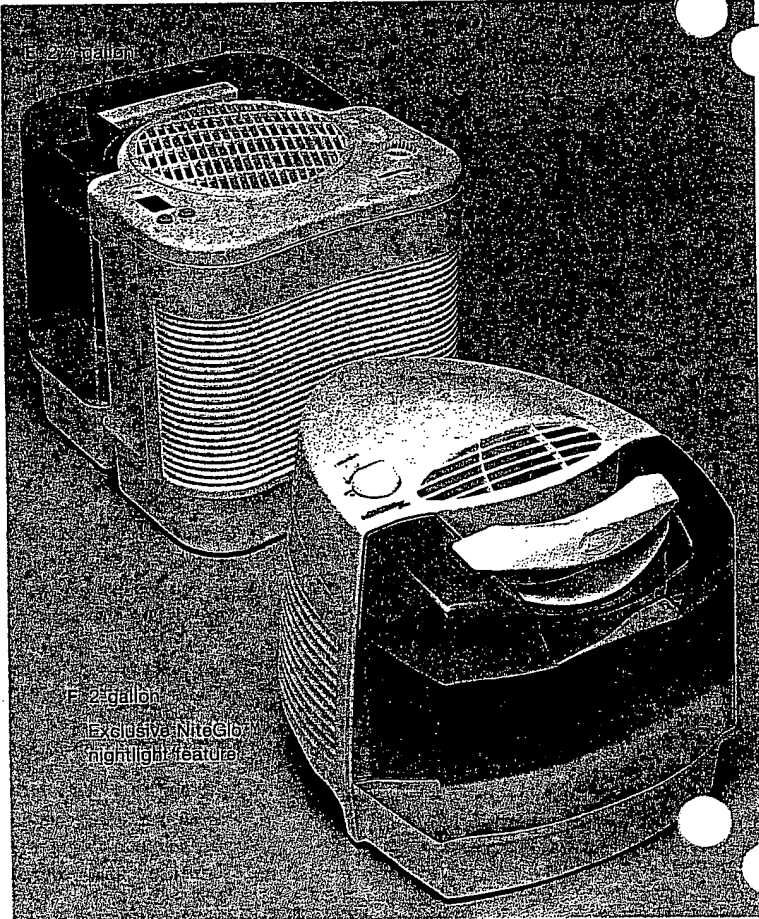


Bleached Oak/Almond finishes



D \$69.99

For living and bedrooms
Also for 17-in. electric radiant



E 2-gallon

Exclusive NitroGlo
highlight feature

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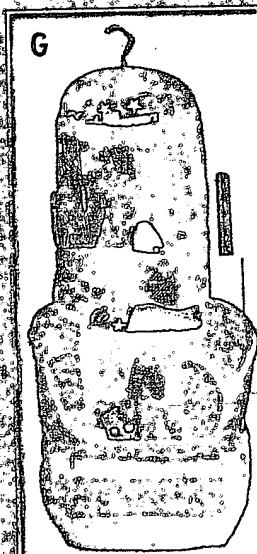
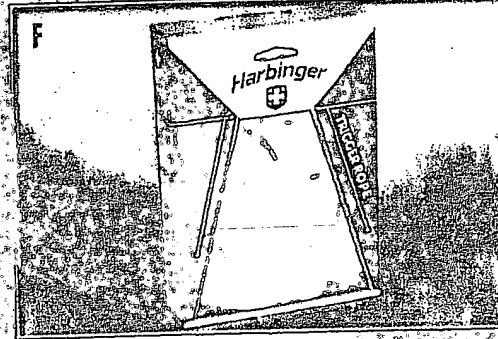
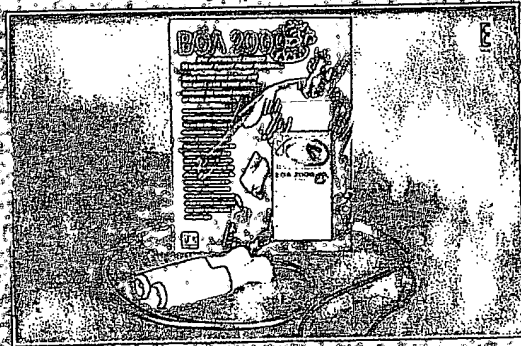
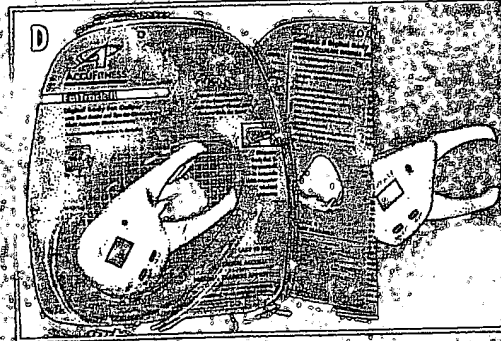
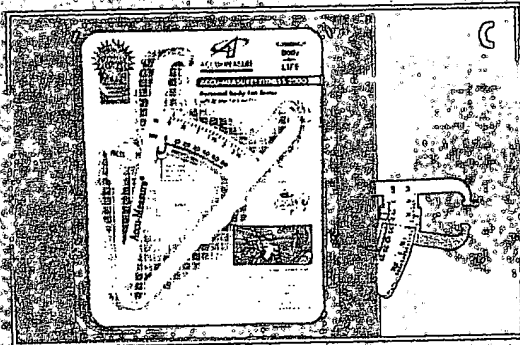
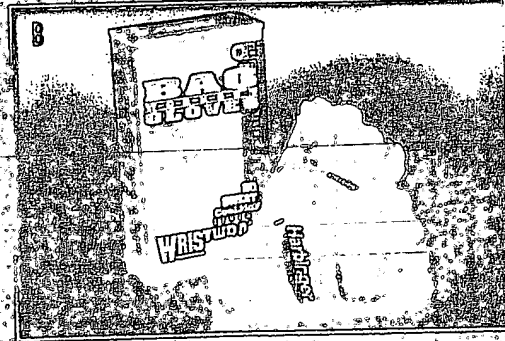
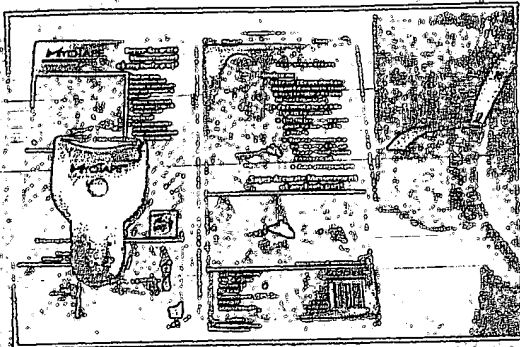
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G. HANGING BACK PACK BRAND NEW PACK!

This new and innovative system makes it fast to find what you need.

No more clutter and confusion when you get to the gym. Wear it as a bag pack when travelling, and simply unzip and hang when you get there.
#970 - \$38

A. MYOTAPE

Now you can measure your own body parts, just loop the Myotape around the body part and push the button.
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B. ULTIMATE BAG GLOVES FOR MEN AND WOMEN

- Open Finger Design
 - Original Coolmax Lining
 - Top Grain Leather
 - Customized Palm Grip
 - No Sweat Wrist Wrap
- Colors: black - Sizes: M-L-XL
#929 - \$54

FOR WOMEN (Colors: black/purple)
Sizes: S-M-L
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D. FAT CALIPER

Every teacher should have one of these Pro Quality Digital skinfold calipers.
(All sales final)
#HALFATDC - \$54

E. BOA 2000

Advanced design, weighted speed rope system for the ultimate jump rope workout.
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#ACJUMPAST - \$25

F. HARBINGER TRIGGER JUMP ROPE

PVC trigger grip jump rope.
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#TR912 - \$12

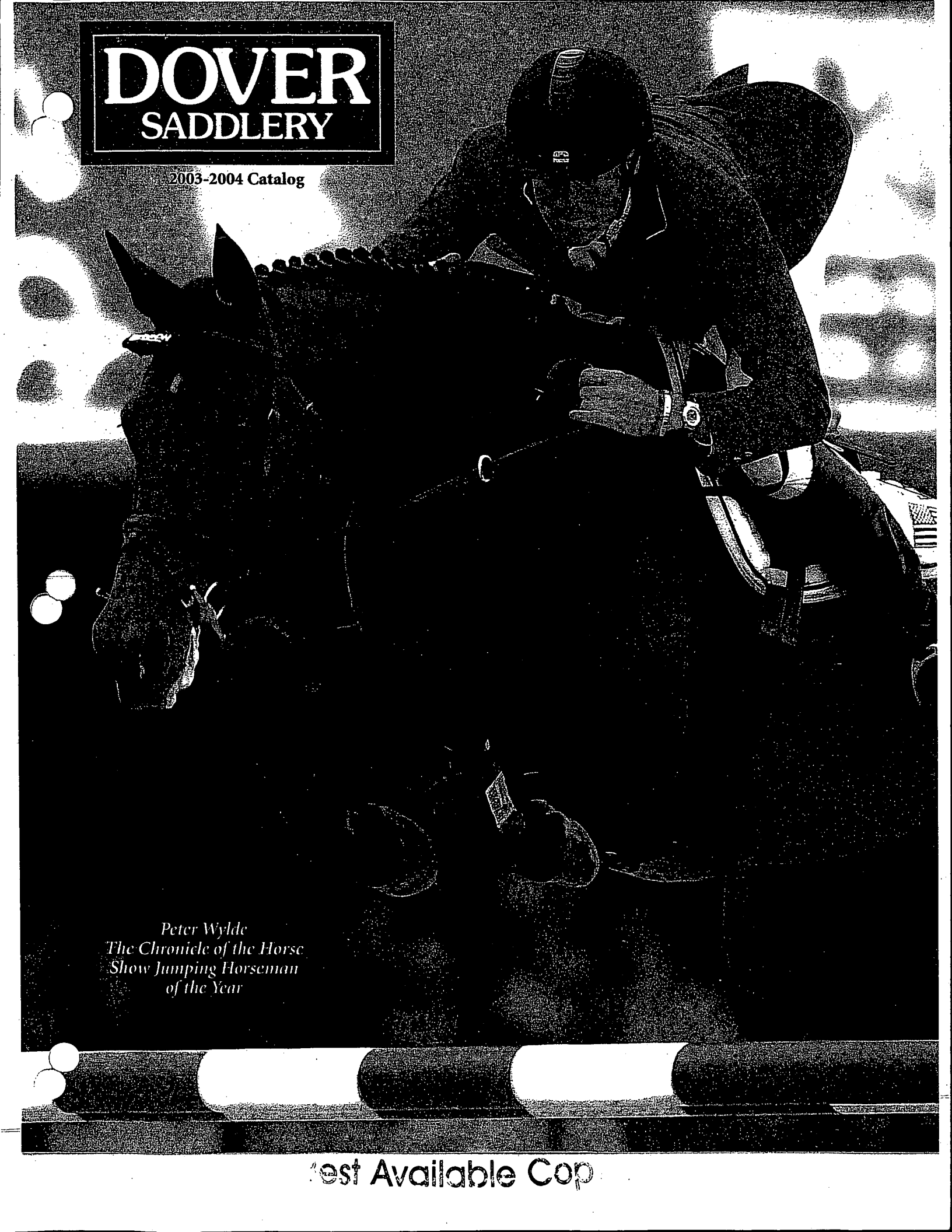
C. ACCUMASURE FAT CALIPERS

Personal body fat tester. (All sales final)

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2003-2004 Catalog



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The Chronicle of the Horse
Show Jumping Horseman
of the Year*

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Dover – 'The Source' for the Finest Show Ring Attire



Grand Prix Royal Supreme Jacket
page 54



Essex Signature Shirt page 51



The GPD Difference. www.gpd.com

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Tally Ho Bags

Durable nylon bags with heavy-duty zippers. Choose from navy with burgundy trim and white piping, hunter with navy trim and gray piping or NEW purple with gray trim and black piping.

A. FLEECE-LINED BRIDLE/HALTER BAG
Interior hang strap. 26" x 31". In navy, hunter or purple.
5B-33156 Dover's \$24.90

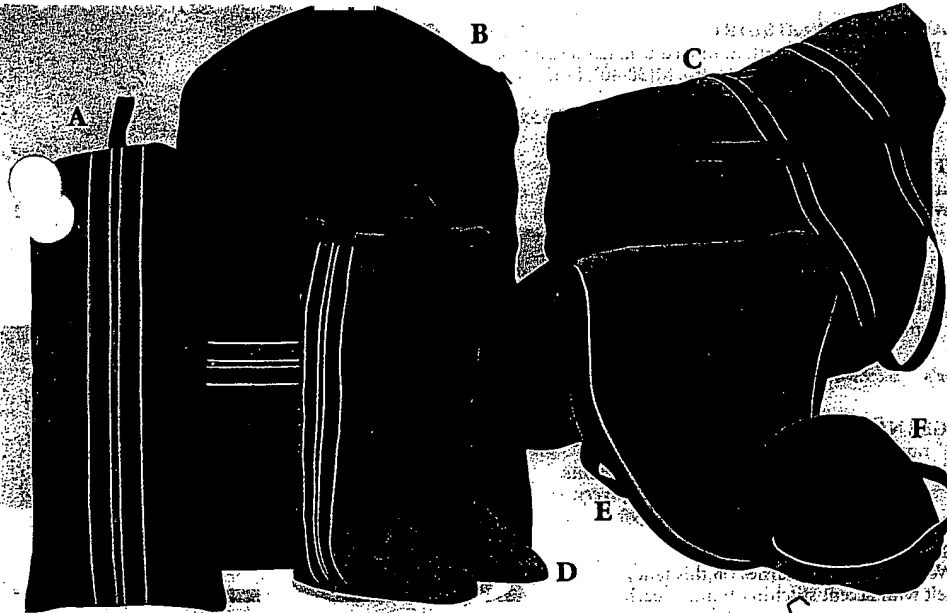
B. SHOW COAT BAG
Side zipper, front zip pocket. 39" x 24". In navy, hunter or purple.
5B-33152 Dover's \$34.90

C. FLEECE-LINED SADDLE CARRY CASE
With optional shoulder straps. Fits most close contact and A/P saddles. 43" x 28". In navy, hunter or purple.
5B-33158 Dover's \$54.90

D. FLEECE-LINED DOUBLE ENGLISH BOOT BAG
24" x 9 1/2" x 12". In navy, hunter or purple.
5B-33155 Dover's \$39.90

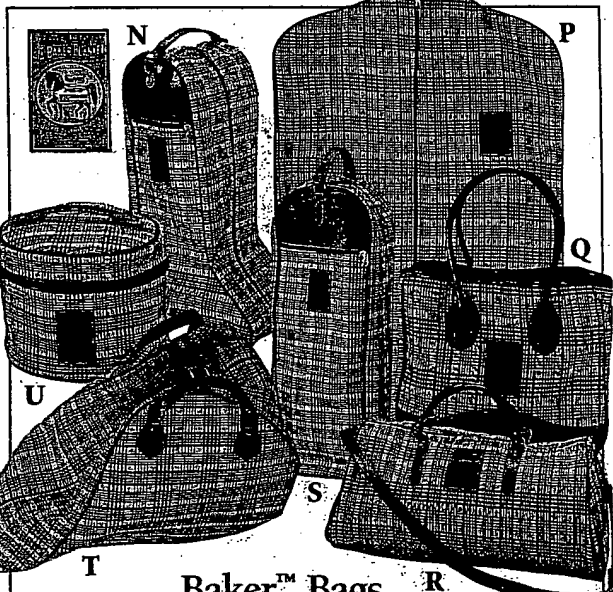
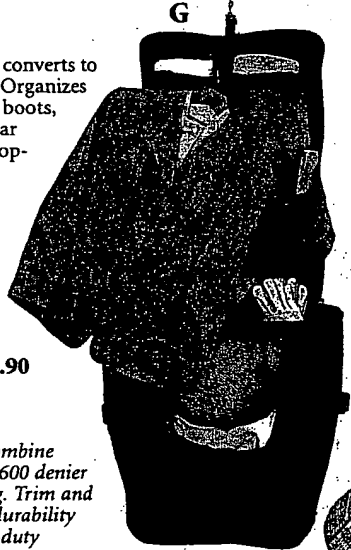
E. FLEECE-LINED SADDLE COVER - In navy, hunter, purple
5B-33012 Dover's \$39.90

F. FLEECE-LINED HELMET BAG - In navy, hunter or purple.
5B-33154 Dover's \$19.90



G. GEARMAX™ EQUESTRIAN BACKPACK
Convenient pack unzips and converts to a hanging ventilated locker. Organizes jacket, shirt, chaps, helmet, boots, pants, gloves and more. Wear resistant, 600 denier polypropylene and padded with 1/2" polyester and lined in 400 denier polypropylene with a satin finish. Rugged, self-healing zipper, poly mesh and heavyweight polypropylene webbing. Black. 22"H x 19"W x 12"D closed and opens to 48"L.

5B-33011 List Price \$64.95 \$59.00



N. BAKER™ RIDING BOOT BAG
Lined with fleece for protection. Large zip pocket. Leather handle. Brass detailing.
5B-37114 Dover's \$149.00

P. BAKER™ GARMENT BAG
Extra wide with zipper front. 39"L x 25"W.
5B-33146 Dover's \$124.90

Q. BAKER™ TRAVEL TOTE
Divided in two sections by a zipped center compartment. 16" x 13" x 6".
5B-32123 Dover's \$239.00

R. BAKER™ DUFFLE BAG - 18" x 10" x 10".
5B-3388 Dover's \$109.00
Optional Shoulder Strap - Leather with brass clasps.
5B-3315 Dover's \$24.90

S. BAKER™ BRIDLE BAG - Fleece lined. 28"L x 10"W x 7"D.
5B-3398 Dover's \$169.00

T. BAKER™ SADDLE CARRIER
Protective lining. Fits close contact and A/P saddles. 22"L.
5B-19153 Dover's \$159.00

U. BAKER™ RIDING HAT CARRIER - Foam lined.
5B-36133 Dover's \$119.00

Kensington™ Collection

Designed for the discriminating equestrian, Kensington™ bags combine expert craftsmanship, durability, style and function. Each has a 600 denier ripstop waterproof outer shell and 70 denier quilted nylon lining. Trim and pockets are Kensington's 2002 Textilene mesh for breathability, durability and style. Finest double brass-plated hardware and extra heavy-duty zippers are used. Shoulder straps are padded and adjustable.

H. BRIDLE/HALTER BAG
Nylon straps with Velcro™ keep tack in place. 30" x 16". In green or black.
5B-33407 Dover's \$39.90

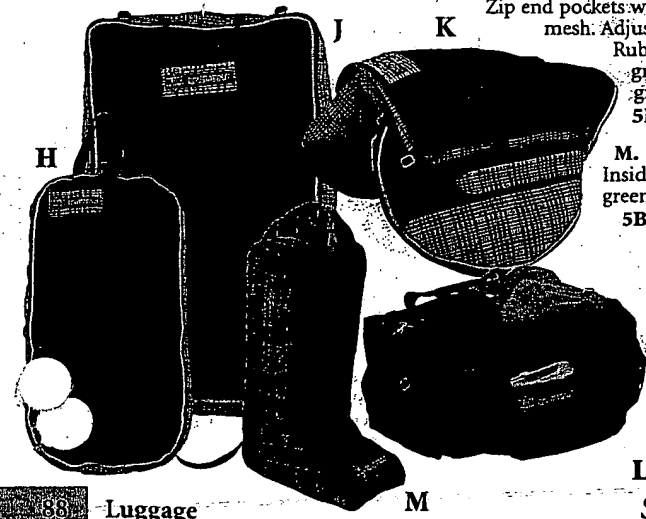
J. DELUXE PADDED GARMENT BAG
Full zipper plus two locking zip compartments. Luggage lock capabilities. Folds for carrying. 41" x 24 1/2" x 5 1/2". In green or black.
5B-33403 Dover's \$129.90

K. SADDLE CARRY BAGS
Quilted nylon lining, two utility pockets, large pad pocket with mesh gusset. Adjustable, padded shoulder strap. In green or black.
Prix, A/P 25" x 46"
5B-33402 Dover's \$89.90
Dressage 26" x 53"
5B-33401 Dover's \$99.90

L. GEAR BAG
Zip end pockets with anti-bacterial Textilene mesh. Adjustable, padded shoulder strap. Rubber guards keep bag off ground. 18" x 13 1/2" x 12". In green or black.
5B-33405 Dover's \$64.90

M. PADDED BOOT BAG
Inside divider to separate boots. In green or black. 14" x 19".
5B-33406 Dover's \$39.90

Green Plaid Black Plaid



88 Luggage

Satisfaction Guaranteed

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A. PROTECTIVE OVERPANT

In Ultrax, the highest quality waterproof, breathable fabric, these pants have all kinds of uses: Elastic waist, back pocket and zip ankles for easy on/off over boots and stable shoes. Machine wash. USA. Graphite. Ladies' XS(4-5), S(6-8), M(10-12), L(14-16).
5B-35293 List Price \$49.95 \$47.90



B. RAINMAC

Protect your show coat. Clear vinyl with zipper, elastic cuffs, underarm vents. 100% waterproof. Sizes S, M, L. Hat cover, page 66.
5B-4003 List Price \$7.95 \$6.80

C. DELUXE RAIN COAT

A great waterproof rain coat at a great price. Clear PVC with large front pockets, mesh lining, fold-away hood and travel pouch. Ladies' S(6-8), M(10-12), L(14-16), XL(18).
5B-4026 List Price \$14.95 \$12.90
 Children's: 8-14.
5B-40175 List Price \$12.95 \$9.90

D. DOVER LOGO FLEECE SWEATSHIRT

Made in Canada. Pre-shrunk, 100% cotton. Ribbed trim has a touch of spandex for great fit. In navy or hunter. S(34-36), M(38-40), L(42-44), XL(46-48).
5B-20119 Dover's \$39.90

E. JUST JUMP IT

Dynamic "Just Jump-It" design on back and a Dover logo on front. USA. M(38-40), L(42-44), XL(46-48).
 Tee Shirt. 100% cotton. White.
5B-4836 List \$16.00 \$13.70
 Sweatshirt. 50/50 cotton/poly.
 Ash gray.
5B-20163 Dover's \$29.90



F. DOVER'S SINGLE NAMEPLATE LEATHER BELT

By Tory Leather. 3/4" raised leather with brass nameplate and buckle. USA. In black or oakbark. Sizes 24"-38". Indicate name and either block or script lettering. Allow 2-3 weeks for delivery.
5B-41031A List Price \$31.95 \$27.90

G. DOVER'S NAMEPLATE LEATHER BELT

By Tory Leather. Wear your horses' names on this fancy stitched belt. 3/4" belt with accent stitching framing each nameplate. Up to 3 names. Solid brass buckle. USA. Oakbark. Sizes 24"-38". Indicate name(s) and block or script lettering. Allow 2-3 weeks for delivery.
 With 1 nameplate
5B-41371A List Price \$29.95 \$24.90
 Each additional plate **5B-4139A Dover's \$6.90**

H. LACED REIN BELT

By Tory Leather. 3/4" leather belt designed to look like a laced rein. Solid brass buckle. USA. Havana. Sizes 24"-34".
5B-4108 List Price \$34.95 \$29.90

J. RAISED LEATHER BELT WITH FANCY BRIDLE STITCHING

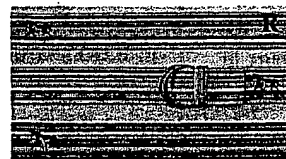
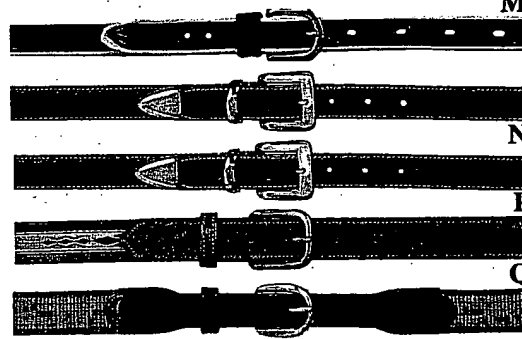
By Tory Leather. 3/4" raised belt with fancy stitching. Solid brass buckle. USA. In black or oakbark. Sizes 24"-34".
5B-4197 List Price \$32.95 \$27.80

K. CLASSIC RAISED BELT

By Tory Leather. 3/4" English bridle leather. In oakbark or black. Solid brass buckle. USA. Sizes 24"-34".
5B-4124 List Price \$29.95 \$24.90

L. SNAFFLE BIT BELT

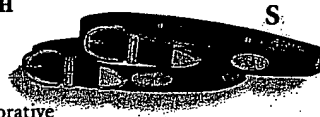
By Tory Leather. 1" leather with solid brass snaffle and buckle. USA. In oakbark, havana or black. Sizes 24"-34".
5B-4198 List Price \$34.95 \$29.90



R. EQ RIBBON BELT
 With gold D ring. In yellow, blue or cherry. XS(child or adult 24"), S(27"), M(30"), L(33"), XL(36").
5B-4129 List \$24.95 \$19.90

S. LEATHER BELT WITH SILVER ACCENTS

Genuine English bridle leather belt has silver running horse accents and a stirrup buckle, decorative belt tip and keeper. USA. In black or brown. 24"-34".
5B-41021 List Price \$29.95 \$24.90



M. RAISED BELT WITH WHITE PADDING

Leather with white padding. Brass buckle detail. Imported. Sizes 24"-34".
5B-41058 List Price \$37.95 \$29.90

N. WESTERN INLAY LEATHER BELT

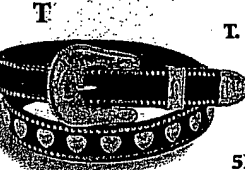
By Pale Horse Designs. 1" leather with silver buckle and keeper. Imported. In black or brown. Sizes 24"-34".
5B-41061 List Price \$39.95 \$34.90

P. SOUTHWESTERN OVERLAY BELT

By Tory Leather. 1" English bridle leather with solid brass buckle. Oakbark. USA. Sizes 24"-34".
5B-41057 List Price \$29.95 \$24.90

Q. WOVEN NYLON BELT WITH LEATHER ENDS

By Tory Leather. Nylon with genuine leather ends. Neon pink geometric. Solid brass buckle. USA. Sizes 24"-34".
5B-41059 List Price \$24.95 \$19.90

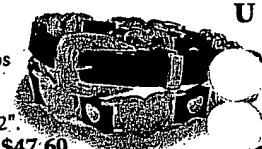


T. NADIM HEARTBREAKER BELT

1" leather accented with engraved silver hearts and dots. 3-pc. engraved buckle set. Black. Sizes 24"-32".
5B-41028 List \$54.95 \$52.80

U. NADIM SILVER HEART CONCHO BELT

Silver-engraved heart conchos with smaller heart accents. 3/4" leather with 3-pc. silver buckle set. Black. Sizes 24"-32".
5B-41032 List \$49.95 \$47.60



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Belts/Casual & Rain Wear

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STATE LINE TACK

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Each year, State Line Tack brings the excitement of horses and riding to your community by sponsoring more than 1,500 local and national equine organizations, horse rescue groups and therapeutic riding programs. Our commitment to the industry, our partnerships we have formed and the input we receive from our customers have enabled us to service the needs of all equestrians -- no matter what discipline they ride. Together, we will continue to make great strides



United States Equestrian Team

American Quarter Horse Association



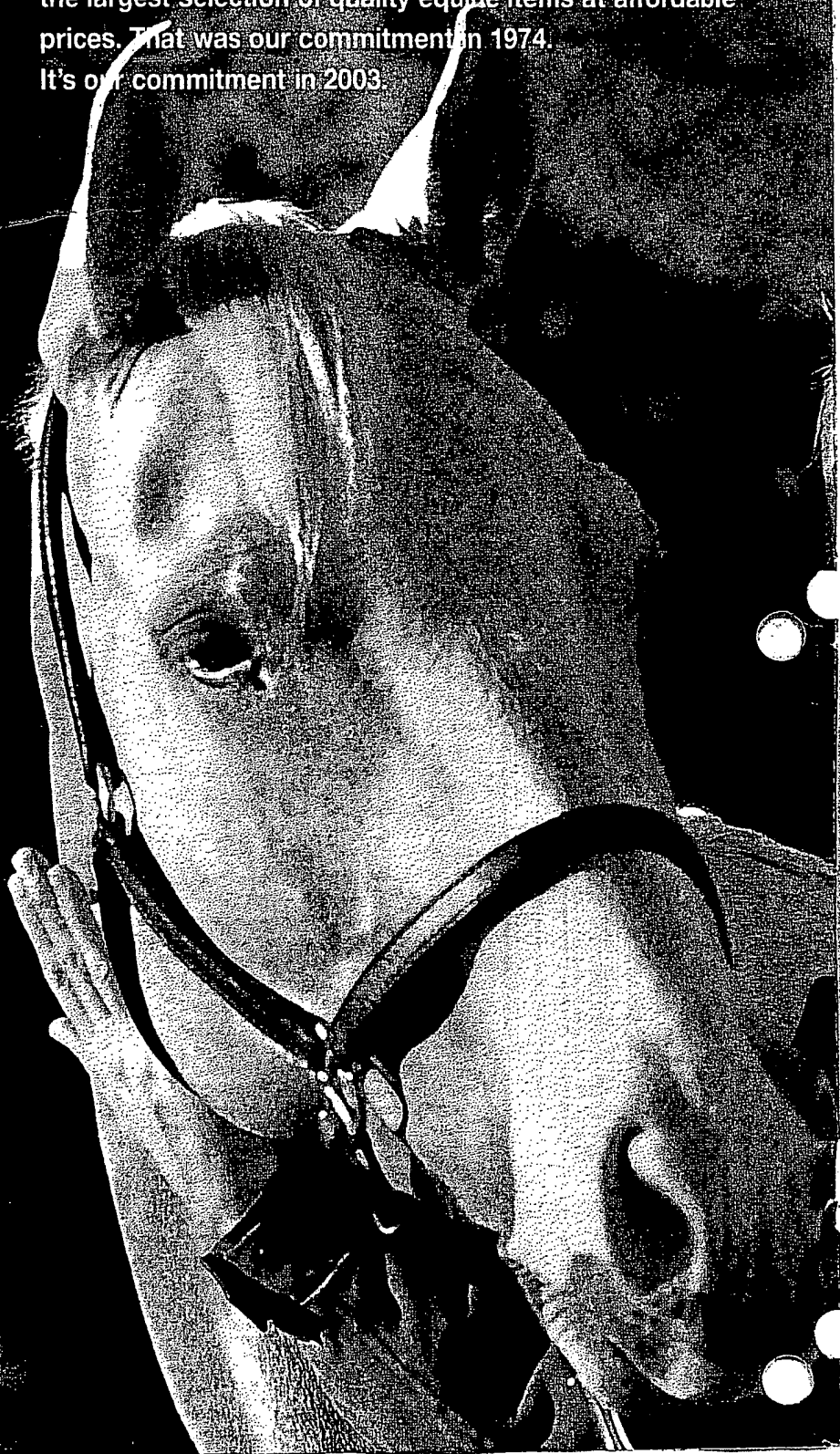
United States Pony Club



State Line TackSM is the better way to shop for your horse

For nearly 30 years we've maintained our goal to provide the largest selection of quality equine items at affordable prices. That was our commitment in 1974.

It's our commitment in 2003.



Best Available Cup

Carry-alls protect your gear!

WeatherBeeta Tartan Luggage Collection

A-F. Updated, classic tartan plaid adds new flair to superb quality luggage. Durably constructed with a tough nylon outershell, each piece offers many convenient features to transport tack, boots and clothing. All pieces feature plastic identification window.

Color: Navy/purple plaid.

A. Boot Bag

24" x 13" x 2"

#C19-733695 \$34.99

D. Large Gear Bag

30" x 16" x 1"

#C19-733693 \$34.99

B. Coat Bag

21" x 26 1/2" x 1 1/2"

#C19-733899 \$32.99

E. Saddle Bag

34" x 16 1/2" x 1 1/2"

#C19-733692 \$46.99

C. Bridle Bag

16" x 11" x 2"

#C19-733697 \$27.99

F. Hat Bag

13 1/2" x 12" x 1 1/2"

#C19-733694 \$24.99



Gearmax Equestri Pack

G. Store your riding attire neatly and conveniently with the Gearmax Equestri Pack. It opens to a wall of see-through mesh pockets, everything within easy reach for mobile dressing. Hangs almost anywhere! With a zip, it quickly converts to a carrying case with backpack straps. Sturdily constructed of made-to-last 600 denier nylon. Black. Imported. 20"H x 20" W x 13" D. Hangs 48" long.

#C19-734540 \$59.99

Classic Equine™ Saddle Bags

H-J. 420 denier nylon shell with a thick foam lining. Nylon strap with shoulder pad and snaps for convenient use. Exterior zipped pocket for extra storage. Black. Imported.

H. Dressage 24"W x 24"H x 18"D.

#C19-711235 \$39.99

J. Jumper/Close Contact 24"W x 20"H x 18"D.

#C19-711234 \$39.99

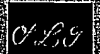
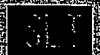


Personalize it with Monograms!

Monograms give your equestrian gear a distinctive personal look and make gear gifts top. Also, color matches trim and placement is as shown in photos. Be sure to indicate initials (initials, NONE in diamond style) as initial appears in middle.

Style: Black diamond script. Be sure to specify.

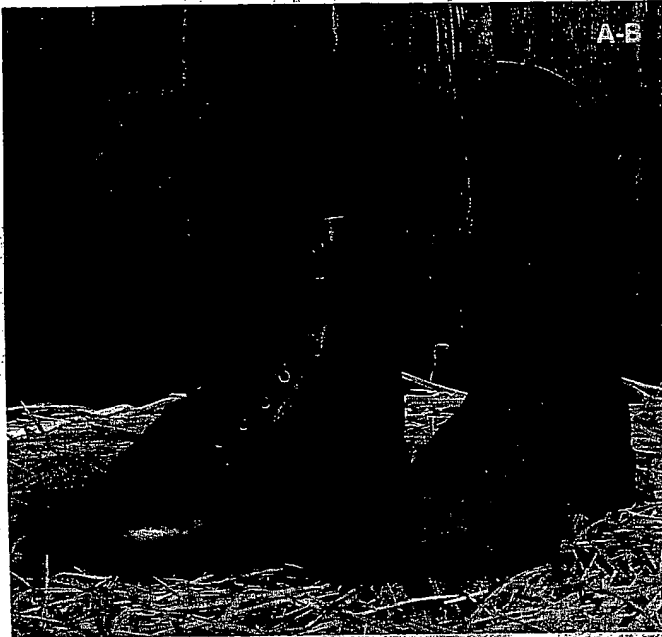
Express delivery not available for monogrammed items.



statinetack.com

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Ariat Western boots



Ariat Heritage™ Lacer With ATS™ Technology

A. Now enhanced with ATS™ Technology, the Lacer provides the best flexibility and cushioning for the recreational rider. Equipped with ATS™ carbon-fiber forked shank for exceptional stability. Features ankle flexion notches, metatarsal support pad and removable cushioned footbed. Premium leather uppers, flex groove traction system, Duratread™ outsole. Imported.

Colors: Black, distressed brown.
Ladies' sizes: 5½ to 10, 11. B width: Full and half sizes.
#C19-651648 \$109.99

Men's sizes: 7 to 12, 13. D width: Full and half sizes.
#C19-651646 \$109.99

Ariat Heritage™ Roper With ATS™ Technology

B. A superb all-around boot with exclusive Ariat ATS™ Technology. Features include a carbon-fiber forked shank for stability, a moisture-wicking sock liner, metatarsal support pad and countered heel cradle for all-day comfort and support. Includes removable cushioned insole. Crafted in premium leathers. With long-wearing Duratread™ outsole. Imported.

Color: Distressed brown.
Ladies' sizes: 5½ to 10, 11. B width: Full and half sizes.
#C19-651647 \$109.99

Men's sizes: 7 to 12, 13. D width: Full and half sizes.
#C19-651645 \$109.99

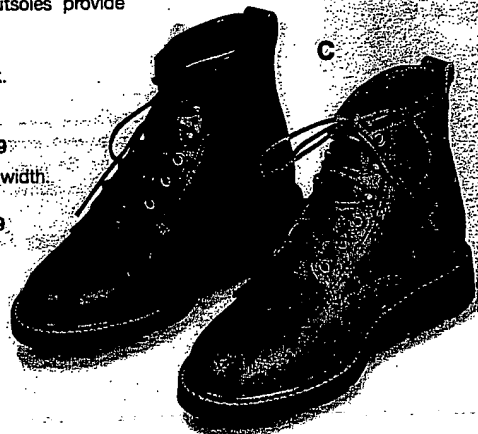
Ariat Cascade™ Workhorse Boots

C. Ariat's advanced ATS™ technology is incorporated in a true workboot! These boots reduce torque and skeletal concussion while minimizing lower back and leg fatigue. The EVA cushioned forefoot, rear and mid-boot stabilizers and anatomically contoured footbed provide added support. Oil and acid-resistant Duratread™ outsoles provide sure-grip footing. Imported.

Colors: Black (ladies only), sunshine wildcat, aged bark.
Ladies' sizes: 5½ to 10, 11.
B width: Full and half sizes.
#C19-651554 \$109.99

Men's sizes: 7 to 12, 13. D width: Full and half sizes.
#C19-651555 \$109.99

Also available in our stores!



Ariat Heritage™ Western Boots

D. For comfort with performance. The composite fiber forked shank maximizes lateral stability. Gel footbed absorbs shock and the exclusive ATS™ Technology reduce fatigue and stress to lower back and legs. Designed in premium leather with flexible, long-wearing Duratread™ outsoles. Imported.



Ladies' sizes: 5½ to 10, 11.
B width: Full and half sizes.
Colors: Antique brown, antique tan.
#C19-641469 \$139.99

Men's sizes: 7 to 12, 13.
B width: Full and half sizes.
Colors: Antique brown, black, distressed brown.
#C19-641477 \$139.99

Ariat Technology
The most advanced performance technology available with the comfort to withstand hours in the saddle or on the ground. Ariat leather boots feature revolutionary mid-ranger and rear foot stabilizers with unique gel footbeds which virtually eliminate lateral twisting or torque. Heel and arch are stabilized to dramatically reduce fatigue and stress on feet, lower legs and back.



Ariat Josie™

E. Sleek and stylish western demi-boot features Ariat's exclusive ATS™ Technology for all-day comfort and support. Equipped with Ariat's carbon-fiber forked shank for enhanced stability and support, a padded collar and a removable gel cushioned footbed for comfort. Finely crafted in supple premium leather with lightweight TPR outsoles for flexibility and durability. Removable kiltie. Imported.

Colors: Woven cognac, woven black.
Ladies' sizes: 5½ to 10, 11. Full and half sizes.
#C19-641466 \$109.99

1-800-228-9208

125

NEW
SORTS, STORES, VENTILATES

Equestri Backpack with Hanging Hook

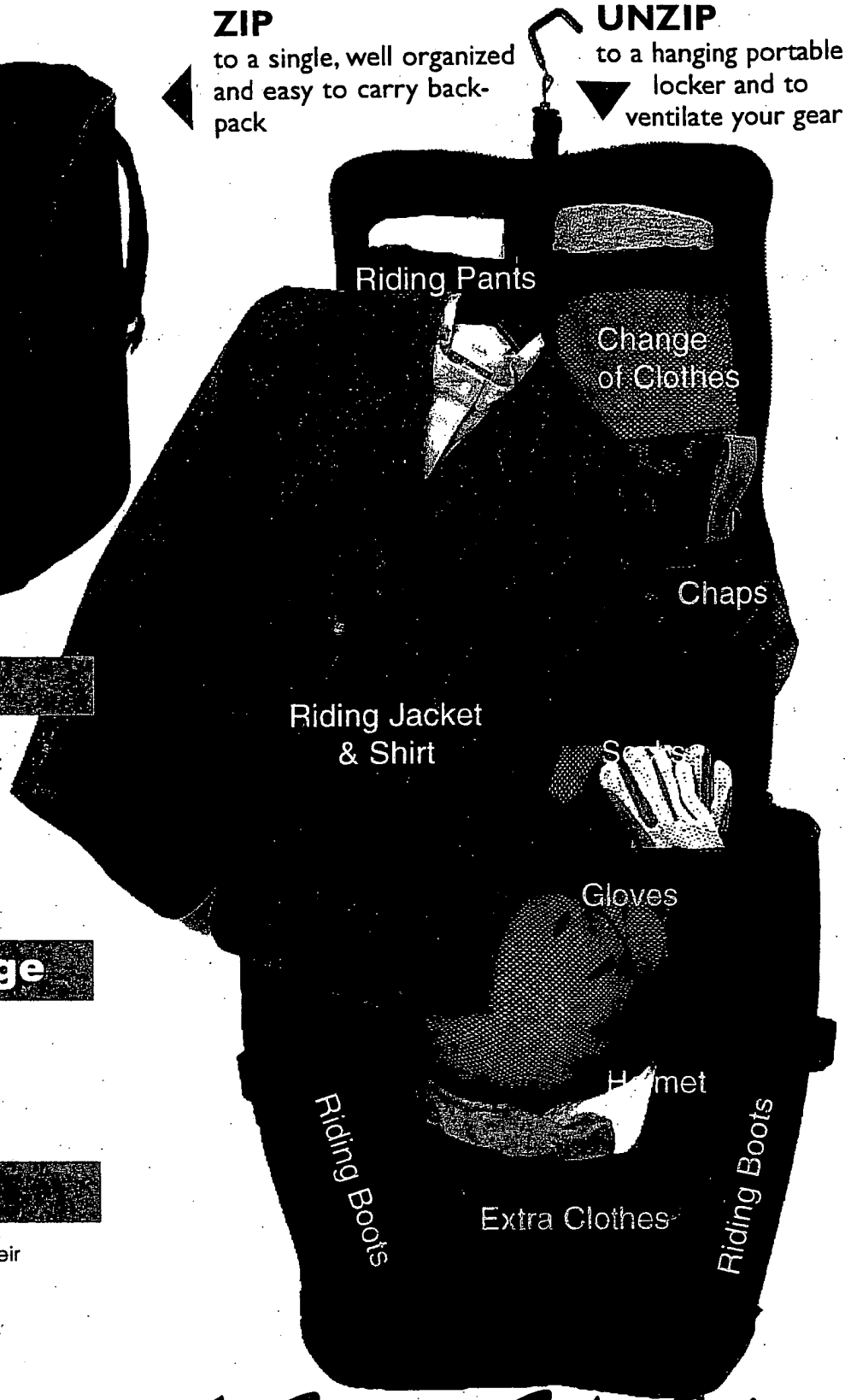


Outer Compartment provides added storage

Patent Pending

ZIP
to a single, well organized and easy to carry backpack

UNZIP
to a hanging portable locker and to ventilate your gear



Portable Locker

The Gearmax system makes it fast to find what you need. No more lugging numerous gear bags. Everything is organized and at easy reach in one pack.

Drying and Storage

Gearmax hangs anywhere for drying and storage. With a zip, the pack is ready to go.

Durable

- Outer Material - wear resistant 600 denier
- Padding - 1/4 inch 2 lb polyester
- Liner - attractively finished 400 denier
- Mesh - heavy duty 100% polyester
- Zippers - rugged #8 self healing zipper
- Webbing - heavy weight polypropylene
- Strap - bonded twist nylon

A Great Gift Idea

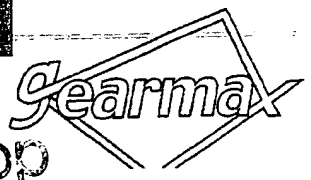
Ask for it at your local Tack Shop

Gearmax™ Concentrate on your ride. Don't worry about your gear.

Distributor - Saddlery Trade & Associates 1-800-446-7966

gearmax1@aol.com

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INTRODUCTORY
PRICED

NEW

Gearmax™ Hanging Hockey Pack

Hook up
your sport

Heavy Duty Hook
Hangs on door or anywhere
for fast, easy access

Top Entry Pocket
Convenient access to key items
Unique opening allows customized
embroidery of players name.

Zipper Entries
Allows quick access
from top pocket when
the pack is closed &
inside while open

Your Team Name
Top portion of pocket detach-
es allowing embroidery of
your name or team's name.

Skate Pockets
Elastic bands & zippers
secure skates in place.
Plastic bottom helps
protects pocket.

Mesh Pockets
Ventilate & See all
your gear at a glance

Sorts - Dries - Organizes - Stores

Never dig through a cluttered hockey bag again, just unzip and put everything at easy reach. Plenty of room to load all your gear and then zip it to a backpack that you can carry on your back or roll on its wheels. There is no unloading when you get home, just unzip and unfold to dry and hang your gear organized and out of the way. See-through mesh pockets tells you everything is there when it's time to go.



- * Backpack
- * Organizer
- * Gear Drying System
- * Portable Hanging Locker

Rear Wheels
(Not Shown)
Just tilt and roll the
pack on its wheels
through crowded rinks

Gearmax™ Hook up your sport

Best Available Copy

Hookup your sport with Gearmax™

NEW

ZIPs from Backpack to Hanging Locker

Sorts - Organizes - Ventilates

Never dig through a cluttered bag again, just unzip & put every thing at easy reach. Zip to a backpack and keep your hands free.



GYM PACK



SOCCER



WATER SPORTS



BASEBALL



MARTIAL ARTS

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NEW

Hook up your sport with Gearmax™

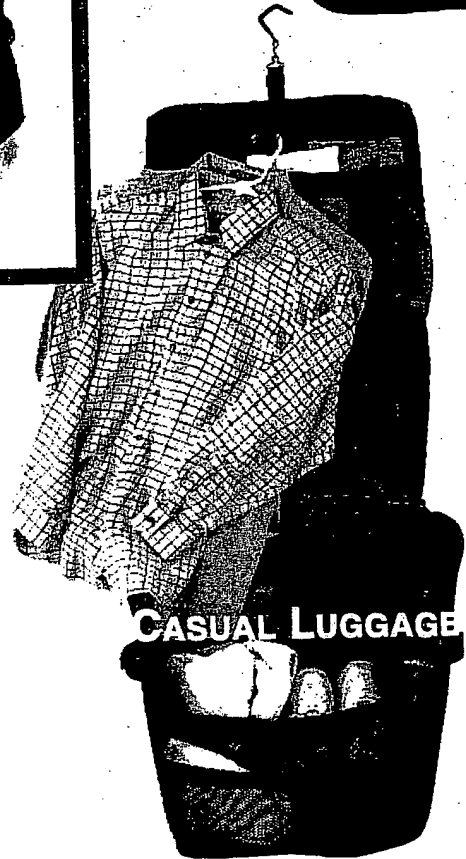
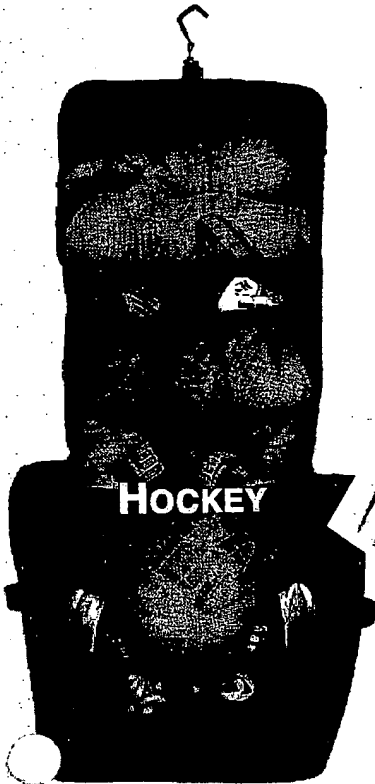
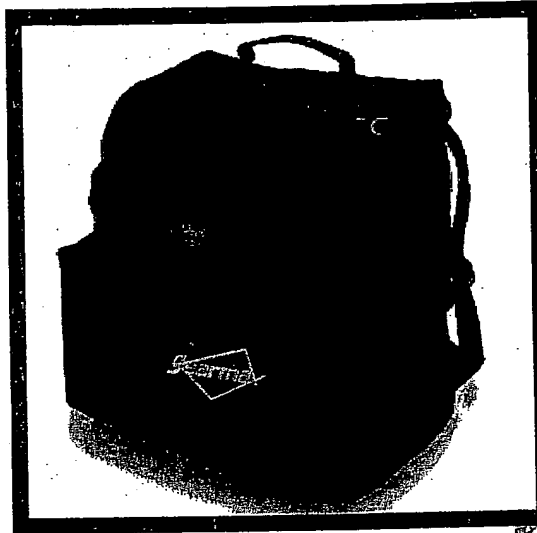
ZIP from Backpack to Hanging Locker

Sorts - Organizes - Ventilates

Never dig through a cluttered bag again, just unzip & put every thing at easy reach. Zip to a backpack and keep your hands free.

All In One

- * Backpack
- * Organizer
- * Gear Drying System
- * Portable Hanging Locker



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An Exciting Gift for Customers or Employees

Gearmax

Hanging Backpack
Organizes - Stores - Sorts - Dries

NEW

Heavy Duty Hook
Hangs anywhere for fast, easy access

Top Zipper Entry
Convenient access to key items from the inside or the outside

Zipper Entries
This same pocket is accessed from either side while opened or closed

Wet Pocket
Vented and Vinyl lined

Mesh Pockets
Ventilate & see everything at a quick glance

Inside Zipper Compartment
(Not Shown)
Provides added protection for breakable items

Privacy Pocket
(Not Shown)
Secure personal items out of sight



Unzips to a Hanging Locker

Patent Pending



Velcro Strap
Secures top of items stored in side pockets

Side Mesh Pockets
Elastic bands secure items

The Gearmax system makes it fast to find what you need. No more hunting through cluttered bags. Just unzip and hang it on your locker door, fence, closet or anywhere. Mesh pockets allow air to dry wet gear. Dress right from this portable locker. Take inventory at a glance, zip and go. Use it for your sports gear or as carry-on luggage.



LUGGAGE



SOCCER



BASEBALL



WATER SPORTS



MARTIAL ARTS

Gearmax, a Richmond based company, offers a new backpack design for your company's specialty advertising. Your name will be as memorable as this exciting new product. Contact Buck Albritton at 804 798-5583 to order.

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 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

Sternheimer Brothers
 5501 Ferncroft Road
 Sandston, VA 23150-1911
 Attn: Cynthia Barbour X8424

Ship To:

Sternheimer Brothers
 5501 Ferncroft Road
 Sandston, VA 23150-1911
 Attn: Cynthia Barbour X8424

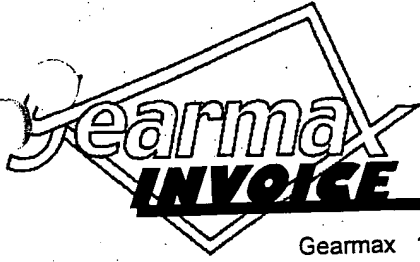
Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
7.24.3	06543		Buck	-	Buck	N30	-

Quantity	Item	Units	Description	Taxable	Unit Price	Total
192	Black	32	Gearmax Hanging Pack		\$17.00	\$3264.00
48	Blue	8	Gearmax Hanging Pack		\$17.00	\$816.00
48	Red	8	Gearmax Hanging Pack		\$17.00	\$816.00

Subtotal	\$4896.00
Tax	
Shipping	
Miscella-	
Balance	\$4896.00



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 gearmax1@aol.com

Bill To:

Skate Nation
 4350 Pouncey Tract Road
 Glen Allen, VA

Ship To:

Skate Nation
 4350 Pouncey Tract Road
 Glen Allen, VA

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
9.10.3	Novak		Buck	-	Buck	N30	-

Quantity	Item	Units	Description	Taxable	Unit	Total
6	Black		Gearmax X Hockey Pack		\$35.00	\$210.00

Subtotal	\$210.00
Tax	
Ship-	No Chg
Miscel-	
Balance	\$210.00





Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

American Family
 4435 Waterfront Plaza
 Suite 304
 Richmond, VA 23060
 Attn: Brian Evans

Ship To:

Ad East
 425 Southlake Blvd
 Richmond, VA
 For Embroidering

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
10,14.3	Diana H.		Buck	-	Buck	N30	-

Quantity	Item	Units	Description	Taxable	Unit	Total
510	Black/Red	85	Gearmax Hanging Pack		\$17.00	\$8,670.00

Subtotal	\$8,670.00
Tax	390.15
Ship-	No Chg
Miscel-	
Balance	\$9,060.15





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804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

American Family
 4435 Waterfront Plaza
 Suite 304
 Richmond, VA 23060
 Attn: Brian Evans

Ship To:

Ad East
 425 Southlake Blvd
 Richmond, VA
 For Embroidering

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
8.25.3	Diana H.		Buck	-	Buck	N30	-

Quantity	Item	Units	Description	Taxable	Unit	Total
180	Black	30	Gearmax Hanging Pack		\$17.00	\$3,060.00
180	Red	30	Gearmax Hanging Pack		\$17.00	\$3,060.00

Subtotal	\$6,120.00
Tax	
Ship-	No Chg
Miscel-	
Balance	\$6,120.00





Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

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 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

AdEast Specialties
 12238 Stirrup Cup Lane
 Rockville, VA 23146

Ship To:

Rich's Stitches
 4013 MacArthur Avenue
 Richmond, VA 23227

For Embroidering

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
10.21.3	2395		Buck	-	Buck	N30	-

Quantity	Item	Units	Description	Taxable	Unit	Total
201	Black	34	Gearmax Hanging Pack		\$16.00	\$3,216.00

Subtotal	\$3,216.00
Tax	NA
Ship-	No Chg
Miscel-	
Balance	\$3,216.00





Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

TechnoBrands
 1998 Ruffin Mill Road
 Colonial Heights, VA 23834

Attn: Accounts Payable

Ship To:

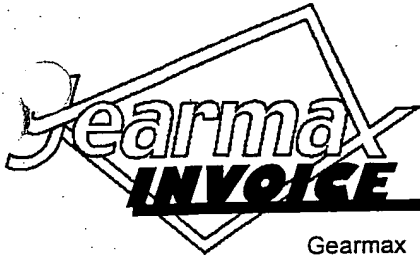
TechnoBrands
 1998 Ruffin Mill Road
 Colonial Heights, VA 23834

Attn: Warehouse Receiving

Date	Your Order #	Buyer Sku	Sales Rep.	FOB	Ship Via	Terms	Tax ID
9.16.3	40907016	22025	Buck	-	Gearmax	Net 30	-

Quantity	Item	Units	Description	Discount %	Buyer Sku	Unit Price	Total
12	MRB	1	Hanging Locker Pack		22025	\$17.00	\$204.00

Subtotal	\$204.00
Tax	0
Shipping	NC
Miscellaneous	0
Balance Due	\$204.00



Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

TechnoBrands
 1998 Ruffin Mill Road
 Colonial Heights, VA 23834

Attn: Accounts Payable

Ship To:

TechnoBrands
 1998 Ruffin Mill Road
 Colonial Heights, VA 23834

Attn: Warehouse Receiving

Date	Your Order #	Buyer Sku	Sales Rep.	FOB	Ship Via	Terms	Tax ID
7.11.3	40607071	22026	Buck	-	Gearmax	Net 30	
		22025					

Quantity	Item	Units	Description	Discount %	Buyer Sku	Unit Price	Total
36	LBS	6	Hanging Locker Pk Black		22026	\$22.00	\$792.00
42	MRB	7	Hanging Locker Pk Red		22025	\$17.00	\$714.00

Subtotal	\$1,506.00
Tax	0
Shipping	NC
Miscellaneous	0
Balance Due	\$1,506.00



Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Ship To:

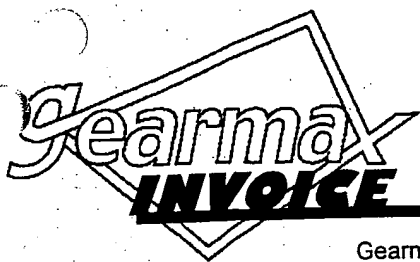
Otomix
 3691 Lenawee Avenue
 Los Angeles, CA 90016

Otomix
 3691 Lenawee Avenue
 Los Angeles, CA 90016

Date	Your Order #	Buyer Sku	Sales Rep.	FOB	Ship Via	Terms	Tax ID
8.5.3	8.5.3		Buck	-	UPS	Net 30	-
	Per Angie						

Quantity	Item	Units	Description	Discount %	Buyer Sku	Unit Price	Total
12	MRB	2	Hanging Locker Pk Red			\$17.00	\$204.00

Subtotal	\$204.00
Tax	0
Shipping	25.84
Miscellaneous	0
Balance Due	\$229.84



Gearmax 11227 Mayers Run Drive, Ashland, VA

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

Back Country Ski & Sports
 3710 S. Main Street
 Blackburg, VA 24060

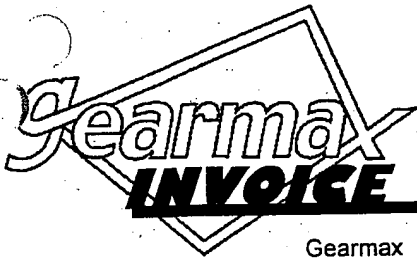
Ship To:

Back Country Ski & Sports
 3710 S. Main Street
 Blackburg, VA 24060

Date	Your Order	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
3.11.3	Phone		0	-	UPS	N30	-

Quantity	Item	Boxes	Description	Unit Price	Taxable	Discount	Total
2	JBP-BLK	1	Black / Black Backpack	\$25.00			50.00
2	JBP-OR		Orange/Black Backpack	\$25.00			50.00

Subtotal	\$100.00
Tax	-
Shipping	5.75
Miscellane-	
Balance	105.75



Gearmax Invoice # 00186

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Access Business Group LLC
 A/P Department
 P.O. Box 513
 Ada, MI 49301-0513

Ship To:

Spaulding Service Center
 Access Business Group LLC
 5101 Spaulding Plaza SE
 Ada, MI 49301

Date	Your Order #	Buyer Sku	Sales Rep.	FOB	Ship Via	Terms	Invoice #
8.14.3	011R840857	60-7378	Buck	-	Roadway Express	Net 30	00186-
				Pay Permit	F38-1736584		

Quantity	Item	Units	Description	Discount %	Buyer Sku	Unit Price	Total
54	JBP-BLK	9	Garment & Sport Packs		60-7378	\$25.00	\$1,350.00

Subtotal	\$1,350.00
Tax	0
Shipping	Collect
Miscellaneous	0
Balance Due	\$1,350.00

L SERIES 2002 \$ 14,370.70



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office

804 752-4970 Fax

804 852-4343 Cell

gearmax1@aol.com

Bill To:

Ship To:

Oaklawn

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
11.8.2				-	Delivered	N30	-

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
10	JBP-BLK	1	Gearmax Equest Packs			\$43.00	430.00

Subtotal	\$430.00
Tax	0
Shipping	
Miscellaneous	0
Balance Due	\$430.00





Gearmax 11227 Mayers Run Drive, Ashland, VA

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

West Marine Products
 AP 33980
 PO Box 50011
 Watsonville, CA 95077-5011

Ship To:

West Marine
 Store 549 / 13
 862-B Highway 98 East
 Destin, FL 32541

Date	Your PO #	Vendor	Sales Rep.	FOB	Ship Via	Terms	Tax ID
11-19-02	201662-00	33980	0	-	UPS		-

Quantity	Item	Boxes	Description	Unit Price	Tax-able	Discount	Total
2	3838760	1	Gearmax Aqua Pk Assorted	\$30			\$60
2	3838760		Gearmax Aqua Pk Assorted	\$30			\$60

Subtotal	\$120.00
Tax	-
Shipping	Billed
Miscellaneous	
Balance Due	\$120.00



Gearmax 11227 Mayers Run Drive, Ashland, VA

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

West Marine
 500 Westridge Dr
 Watsonville, CA 95076

Ship To:

West Marine
 Store 169 / District 12
 10819 W. Broad Street
 Glen Allen, VA 23060

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
0-22-2002	191935-00		0	-	Hand Deliver		-

Quantity	Item	Boxes	Description	Unit Price	Taxable	Discount	Total
3	3838760	1	Gearmax Aqua Pk Assorted	\$30			\$90

Subtotal	\$90.00
Tax	-
Shipping	NC
Miscellane-	
Balance Due	\$90.00



Gearmax 11227 Mayers Run Drive, Ashland, VA

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

The Hockey Stop
 6450 Lovetta Road #170
 Spring Tx 77379
 Attn: Wilkie

Ship To:

The Hockey Stop
 6450 Lovetta Road #170
 Spring Tx 77379
 Attn: Wilkie

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
05-15-2002	PO#4802		0	-	UPS		-

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
1	JBP-BLK	4	Junior Black Backpack			\$28.20	\$112.80

Subtotal	\$112.80
Tax	-
Shipping	
Miscellaneous	
Balance Due	\$112.80



Gearmax 11227 Mayers Run Drive, Ashland, VA

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

Sternheimer Brothers
 5501 Ferncroft Road
 Sandston, VA 23150-1911
 Attn: Cynthia Barbour

Ship To:

Sternheimer Brothers
 5501 Ferncroft Road
 Sandston, VA 23150-1911
 Attn: Cynthia Barbour

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
05-15-2002	Dept 124 PO#5269		0	-	UPS	N30	-

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
144	JBP-BLK	24	Junior Black Backpack			\$29.00	\$4,176.00

Subtotal	\$4,176.00
Tax	0
Shipping	0
Miscellaneous	0
Balance Due	\$4,176.00





Gearmax 11227 Mayers Run Drive, Ashland, VA

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

Bacon & Associates
 116 Legion Ave
 P.O. Box 3150
 Annapolis, MD 21403

Ship To:

Bacon & Associates
 116 Legion Ave
 P.O. Box 3150
 Annapolis, MD 21403

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
05-15-2002	PO#4808		0	-	UPS	N30	-

Quantity	Item	Boxes	Description	Unit Price	Taxable	Discount	Total
0	JBP-BLK	0	Black / Black Backpack	\$35.00		\$32.00	
12	JBP-O/BLK		Orange/Black Backpack	\$35.00		\$32.00	\$384.00

Subtotal	\$384.00
Tax	-
Shipping	\$13.62
Miscellaneous	
Balance Due	\$397.62



Gearmax 11227 Mayers Run Drive, Ashland, VA

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

Bacon & Associates
 116 Legion Ave
 P.O. Box 3150
 Annapolis, MD 21403

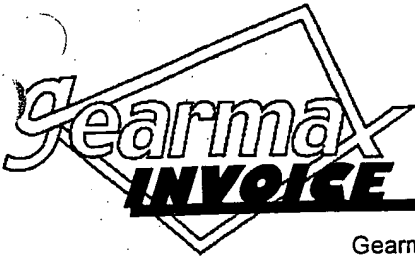
Ship To:

Bacon & Associates
 116 Legion Ave
 P.O. Box 3150
 Annapolis, MD 21403

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
05-15-2002	PO#4808		0		UPS	N30	

Quantity	Item	Boxes	Description	Unit Price	Taxable	Discount	Total
0	JBP-BLK	0	Black / Black Backpack	\$35.00		\$32.00	
3	JBP-O/BLK		Orange/Black Backpack	\$35.00		\$32.00	\$96.00

Subtotal	\$96.00
Tax	
Shipping	NC
Miscellaneous	
Balance Due	\$96.00



Gearmax 11227 Mayers Run Drive, Ashland, VA

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

Central Hockey
 5165 E. Remus Rd.
 Mt. Pleasant, MI 48858
 Attn: Mark McCoy

Ship To:

Central Hockey
 5165 E. Remus Rd.
 Mt. Pleasant, MI 48858
 Attn: Mark McCoy

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
05-15-2002	PO#48056		0	-	UPS	N30	-

Quantity	Item	Boxes	Description	Unit Price	Taxable	Discount	Total
6	JBP-BLK	1	Junior Black Backpack	\$32.10		\$28.20	\$279.90

Subtotal	\$279.90
Tax	-
Shipping	
Miscellaneous	
Balance Due	\$279.90



Gearmax 11227 Mayers Run Drive, Ashland, VA

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

Heartland Hockey
 616 NE 291 Hwy
 Lee's Summit MO 64086
 Attn: M. Schlenker

Ship To:

Heartland Hockey
 616 NE 291 Hwy
 Lee's Summit MO 64086
 Attn: M. Schlenker

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
05-15-2002	PO#4808		0	-	UPS	N30	-

Quantity	Item	Boxes	Description	Unit Price	Taxable	Discount	Total
1	JBP-BLK	1	Junior Black Backpack	\$32.10		\$28.20	\$28.20
3	JBP-O/BLK		Junior Orange/Black Backpack	\$32.10		\$28.20	\$84.60
1	I						

Subtotal	\$84.60
Tax	-
Shipping	
Miscellaneous	
Balance Due	\$84.60



Gearmax 11227 Mayers Run Drive, Ashland, VA

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

The Hockey Stop
 6450 Lovetta Road #170
 Spring Tx 77379
 Attn: Wilkie

Ship To:

The Hockey Stop
 6450 Lovetta Road #170
 Spring Tx 77379
 Attn: Wilkie

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
05-15-2002	PO#4802		0		UPS		-

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
1	JBP-BLK	4	Junior Black Backpack			\$28.20	\$112.80

Subtotal	\$112.80
Tax	-
Shipping	
Miscellaneous	
Balance Due	\$112.80



Gearmax 11227 Mayers Run Drive, Ashland, VA

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

Mattimore Sports
 26 Ring Lane
 Levittown, NY 11756
 Attn: James Mattimore

Ship To:

Mattimore Sports
 26 Ring Lane
 Levittown, NY 11756
 Attn: James Mattimore

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
05-15-2002	PO#4807		0	-	UPS	N30	-

Quantity	Item	Boxes	Description	Unit Price	Taxable	Discount	Total
3	JBP-BLK	1	Junior Black Backpack	\$32.10		\$28.20	\$84.60

Subtotal	\$84.60
Tax	-
Shipping	
Miscellaneous	
Balance Due	\$84.60



Gearmax 11227 Mayers Run Drive, Ashland, VA

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

Phat Tape
 800 Zeagler Drive
 Suite 430
 Palatka, FL 32177

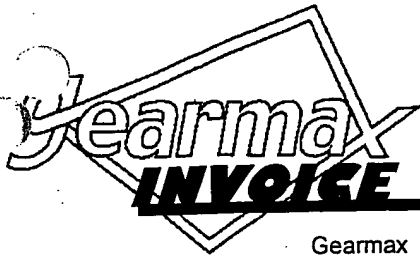
Ship To:

Phat Tape
 800 Zeagler Drive
 Suite 430
 Palatka, FL 32177

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
05-15-2002	PO#4808		0		UPS	N30	-

Quantity	Item	Boxes	Description	Unit Price	Taxable	Discount	Total
150	JBP-BLK		Junior Black Backpack	28.00			4200.00
150	JBP-O/BLK		Junior Orange/Black Backpack	28.00			4200.00

Subtotal	\$8400.00
Tax	-
Shipping	
Miscellaneous	
Balance Due	\$8400.00



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

Tie Down Saddlery
 239 State Street
 Los Altos, CA 94022

Ship To:

Tie Down Saddlery
 239 State Street
 Los Altos, CA 94022

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
10-25-02	6509481719		Gill	-	UPS	N30	
	Connie						

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
3	JBP-BLK	1	Gearmax Equest Packs			\$45.00	\$135.00

Subtotal	\$135.00
Tax	0
Shipping	11.62
Miscellaneous	0
Balance Due	\$146.12





For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

The Tack Room
 188 Charles Street
 Harrisonburg, VA 22803

Ship To:

The Tack Room
 188 Charles Street
 Harrisonburg, VA 22803

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
10-25-02	5404347171		Gill	-	UPS	N30	

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
3	JBP-BLK	1	Gearmax Equest Packs			\$45.00	\$135.00

Subtotal	\$135.00
Tax	0
Shipping	\$5.28
Miscellaneous	0
Balance Due	\$140.28





For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

Sommerwinds Stables
 11770 Chillicothe Road
 Chesterland, Ohio 44026

Ship To:

Sommerwinds Stables
 11770 Chillicothe Road
 Chesterland, Ohio 44026

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
10/18/02	Coddie	018965	Denny	-	UPS	N30	

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
6	JBP-BLK	1	Gearmax Equest Pack			\$39.00	234.00

Subtotal	\$234.00
Tax	0
Shipping	9.26
Miscellaneous	0
Balance Due	\$243.26





For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
804 752-4970 Fax
804 852-4343 Cell
gearmax1@aol.com

Bill To:

Iron Horse Saddlery
255 W. Los Angeles
Moorpark, CA 93021

Ship To:

Iron Horse Saddlery
255 W. Los Angeles
Moorpark, CA 93021

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
10/10/02	TLGMX	021120	Gill	-	UPS	N30	

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
1	JBP-BLK	1	Gearmax Equest Pack			\$45.00	45.00

Subtotal	\$45.00
Tax	0
Shipping	6.35
Miscellaneous	0
Balance Due	\$51.25





For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

Mary's Tack & Feed
 3675 Via De La Valle
 Del Mar, CA 92014

Ship To:

Mary's Tack & Feed
 3675 Via De La Valle
 Del Mar, CA 92014

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
10/10/02	TLGMX	021120	Gill		UPS	N30	

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
6	JBP-BLK	1	Gearmax Equest Packs			\$39.00	234.00

Subtotal	\$234.00
Tax	0
Shipping	19.10
Miscellaneous	0
Balance Due	\$253.10





For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

McCauleys & Co.
 467 Wards Conner Road
 Cincinnati, OH 45140

Ship To:

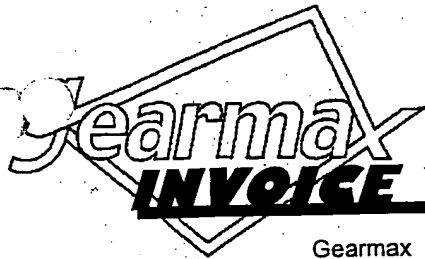
McCauleys & Co.
 467 Wards Conner Road
 Cincinnati, OH 45140

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
10/3/02		021022	Solitis	-	UPS	Open	

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
2	JBP-BLK	1	Gearmax Equest Packs			\$49	\$98

Subtotal	\$98.00
Tax	0
Shipping	5.09
Miscellaneous	0
Balance Due	\$103.09





For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

Rochester Hills Tack
 P.O. Box 173
 Romeo, MI 48065

Ship To:

Rochester Hills Tack
 270 N. Rochester Road
 Leonard, MI 48367

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
10-8-02	Lee	021092	Soltis	-	UPS	N30	-
FAX	5867526020	PHONE	5867529520				

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
6	JBP-BLK	1	Gearmax Equest Packs			\$39.00	\$234.00

Subtotal	\$234.00
Tax	0
Shipping	9.26
Miscellaneous	0
Balance Due	\$243.26





For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office

804 752-4970 Fax

804 852-4343 Cell

gearmax1@aol.com

Bill To:

Equus Now
9042 Cotter Street
Lewis Center, OH 43035

Ship To:

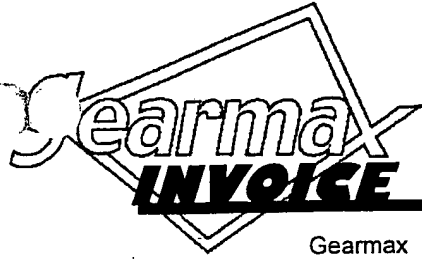
Equus Now
9042 Cotter Street
Lewis Center, OH 43035

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
10-19-02	Rose	018972	Denny	-	UPS	N30	-

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
12	JBP-BLK	2	Gearmax Equest Packs			\$39.00	\$468.00

Subtotal	\$468.00
Tax	0
Shipping	18.52
Miscellaneous	0
Balance Due	\$486.52





For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

Hilford Saddlery
 211 E. Livingston
 Highland, MI 48356

Ship To:

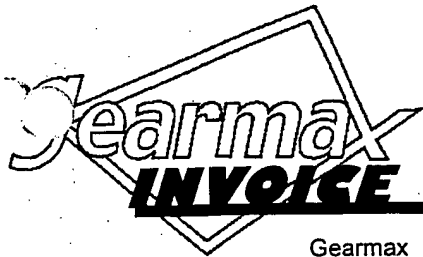
Hilford Saddlery
 211 E. Livingston
 Highland, MI 48356

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
10-25.02	2488878585	018978	Soltis	-	UPS	N30	-
	Lelslie						

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
2	JBP-BLK	1	Gearmax Equest Packs			\$44.00	\$88.00

Subtotal	\$88.00
Tax	0
Shipping	5.30
Miscellaneous	0
Balance Due	\$93.30





For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

Horse Lovers Tack
 330 Bedford Street
 Lakeville, MA 02347

Ship To:

Horse Lovers Tack
 330 Bedford Street
 Lakeville, MA 02347

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
10/9/02		021052	Vanessa	-	UPS	Credit Card	

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
6	JBP-BLK	1	Gearmax Equest Packs			\$39	\$234.00

Subtotal	\$234.00
Tax	0
Shipping	8.91
Miscellaneous	0
Balance Due	\$242.91





For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

Horse Emporium
 5800 Madison Ave. #4
 Sacramento, CA 95841

Ship To:

Horse Emporium
 5800 Madison Ave. #4
 Sacramento, CA 95841

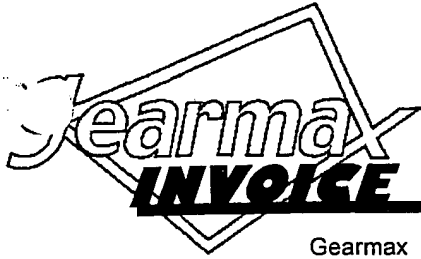
Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
10/3/02		021062	Gill	-	UPS	N30	

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
3	JBP-BLK	1	Gearmax Equest Packs			\$45	\$135.00

Subtotal	\$135.00
Tax	0
Shipping	10.69
Miscellaneous	0
Balance Due	\$145.69

Please make checks payable to Gearmax





For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office

804 752-4970 Fax

804 852-4343 Cell

gearmax1@aol.com

Bill To:

Horse Works
31 Zephyr Road
Williston, VT 05495

Ship To:

Horse Works
31 Zephyr Road
Williston, VT 05495

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
10-8-02		021078	Vonessa	-	UPS	N30	

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
6	JBP-BLK	1	Gearmax Equest Packs			\$39.00	\$234.00

Subtotal	\$234.00
Tax	0
Shipping	9.26
Miscellaneous	0
Balance Due	\$243.26





For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

Vermont Horse Country
 PO Box 325
 S. Woodstock, VT 05071

Ship To:

Vermont Horse Country
 PO Box 325
 S. Woodstock, VT 05071

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
10.4.2		021086	Vanessa	-	UPS	COD	-

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
6	JBP-BLK	1	Gearmax Equest Packs			\$39.00	\$234.00

Subtotal	\$234.00
Tax	0
Shipping	\$8.91
Miscellaneous	0
Balance Due	\$242.90





For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

Willow Brook Tack
 7831 Airport Highway
 Holland, OH 43528

Ship To:

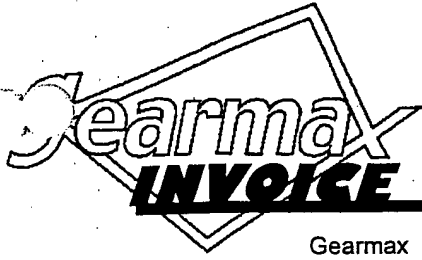
Willow Brook Tack
 7831 Airport Highway
 Holland, OH 43528

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
11/1/2	Brooke	021176	Dennis	-	UPS	N30	-

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
2	JBP-BLK	1	Gearmax Equest Packs			\$49.95	99.90

Subtotal	99.90
Tax	0
Shipping	\$5.20
Miscellaneous	0
Balance Due	\$105.10





For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

Calabassas Saddlery
 23998 Craftsman Road
 Calabassas, CA 91302

Ship To:

Calabassas Saddlery
 23998 Craftsman Road
 Calabassas, CA 91302

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
11-1-2	18541	021361	Gill	-	UPS	N30	-

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
6	JBP-BLK	1	Gearmax Equest Packs			\$39.95	239.70

Subtotal	\$239.70
Tax	0
Shipping	20.30
Miscellaneous	0
Balance Due	\$260.00





For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

CDI Tack Shoppe
 2279 East Union Road
 Jefferson, OH 44047

Ship To:

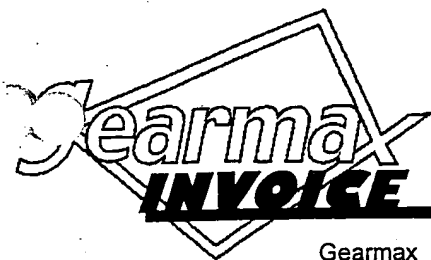
CDI Tack Shoppe
 2279 East Union Road
 Jefferson, OH 44047

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
11-7-2	Norm Stokes	018992	Soltis	-	UPS	N30	

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
1	JBP-BLK	1	Gearmax Equest Pack			\$45.00	45.00

Subtotal	\$45.00
Tax	0
Shipping	4.76
Miscellaneous	0
Balance Due	\$49.76





For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

Lakewood Tack & Supplies
 3054 Lake Lansing Road
 East Lansing, MI 48823

Ship To:

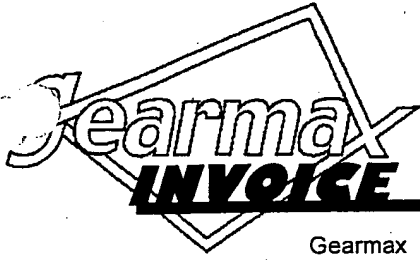
Lakewood Tack & Supplies 3054
 Lake Lansing Road
 East Lansing, MI 48823

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
11-7-2	K.Vernon	018985	Soltis		UPS	N30	

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
2	JBP-BLK	1	Gearmax Equest Packs			\$45.00	90.00

Subtotal	\$90.00
Tax	0
Shipping	5.20
Miscellaneous	0
Balance Due	\$95.20





For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

Horsey Habit
 912 S. 8th Street
 Manitowoc, WI 54226

Ship To:

Horsey Habit
 912 S. 8th Street
 Manitowoc, WI 54226

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
11-16-22	Michelle	02050	Soltis	-	UPS	N30	-

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
2	JBP-BLK	1	Gearmax Equest Packs			\$45.00	90.00

Subtotal	\$90.00
Tax	0
Shipping	5.67
Miscellaneous	0
Balance Due	\$95.67





For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

Jack's Turf Goods
 6 Ruth Street
 PO Box 798
 Vernon, NY 13476

Ship To:

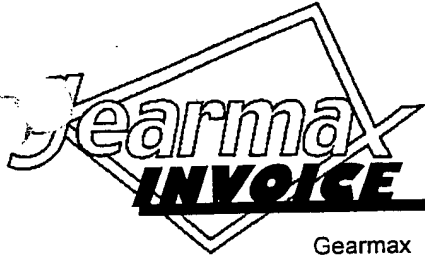
Jack's Turf Goods
 6 Ruth Street
 PO Box 798
 Vernon, NY 13476

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
11-7-2	Jim Helmer	020540	Vanessa		UPS	N30	

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
6	JBP-BLK	1	Gearmax Equest Packs			\$39.00	234.00

Subtotal	\$234.00
Tax	0
Shipping	9.26
Miscellaneous	0
Balance Due	\$243.26





For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

The Complete Horse
 8915 Patterson Avenue
 Richmond, VA 23229

Ship To:

The Complete Horse
 8915 Patterson Avenue
 Richmond, VA 23229

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
11-16-2	Ann		Susan	-	UPS	N30	-

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
1	JBP-BLK	1	Gearmax Equest Packs			\$39.00	39.00

Subtotal	\$39.00
Tax	0
Shipping	NC
Miscellaneous	0
Balance Due	\$39.00





For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

The Tack Room WA
 1211 S. Goldstreet
 Centralia, WA 98531

Ship To:

The Tack Room WA
 1211 S. Goldstreet
 Centralia, WA 98531

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
11/12/02			Gill	-	UPS	N30	

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
6	JBP-BLK	1	Gearmax Equest Packs			\$39.00	\$234.00

Subtotal	\$234.00
Tax	0
Shipping	\$19.95
Miscellaneous	0
Balance Due	\$253.95





For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

Crawford Saddlery
 8629 Seminole Trail
 Ruckersville, VA 22968

Ship To:

Crawford Saddlery
 8629 Seminole Trail
 Ruckersville, VA 22968

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
12.16.2	Lara	021397	Chandler		UPS	N30	

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
1	JBP-BLK	1	Gearmax Equest Packs			39.95	39.95

Subtotal	39.95
Tax	0
Shipping	4.68
Miscellaneous	0
Balance Due	44.63





For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

Saddles & Stuff
 216 Amsterdam Road
 Daleville, VA 24083

Ship To:

Saddles & Stuff
 216 Amsterdam Road
 Daleville, VA 24083

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
12-13-02	Pam	021391	Chandler	-	UPS	N30	-

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
2	JBP-BLK	1	Gearmax Equest Packs			\$39.95	79.90

Subtotal	\$79.90
Tax	0
Shipping	4.39
Miscellaneous	0
Balance Due	\$84.29





For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

Sea Horse Tack
 5751 Oleander Drive
 Suite 9
 Wilmington, NC 28403

Ship To:

Sea Horse Tack
 5751 Oleander Drive
 Suite 9
 Wilmington, NC 28403

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
12.2.2		019231	Chandler	-	UPS	N30	

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
2	JBP-BLK	1	Gearmax Equest Packs			\$90.00	\$90.00

Subtotal	\$90.00
Tax	0
Shipping	4.51
Miscellaneous	0
Balance Due	\$94.51





For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

Broken Horn
 1022 Leorita St
 Baldwin Park, CA 91706

Ship To:

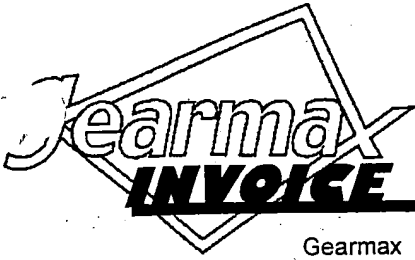
Broken Horn
 1022 Leorita St
 Baldwin Park, CA 91706

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
12/6/2	Sally		Greg Gill		UPS	N30	

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
6	JBP-BLK	1	Gearmax Equest Pack			\$32.00	192.00

Subtotal	\$192.00
Tax	0
Shipping	20.66
Miscellaneous	0
Balance Due	\$212.66





For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

Partners Tack Shop
 108 Elm Drive
 Yorktown, VA 23693

Ship To:

Partners Tack Shop
 108 Elm Drive
 Yorktown, VA 23693

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
11-16-2	Michelle		Susan	-	UPS	N30	

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
1	JBP-BLK	1	Gearmax Equest Packs			\$39.00	39.00

Subtotal	\$39.00
Tax	0
Shipping	3.67
Miscellaneous	0
Balance Due	\$42.67





For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

Saddlers Row
 20066 N. Rand Road
 Palantine, IL 60074

Ship To:

Saddlers Row
 20066 N. Rand Road
 Palantine, IL 60074

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
11.21-02	Francis	019202	Soltis	-	UPS	N30	

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
6	JBP-BLK	1	Gearmax Equestri Packs			\$39	\$234.00

Subtotal	\$234.00
Tax	0
Shipping	11.30
Miscellaneous	0
Balance Due	\$245.30





For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

Virginia Saddlery
 115 Broad Street
 Manakin-Sabot, VA 23103

Ship To:

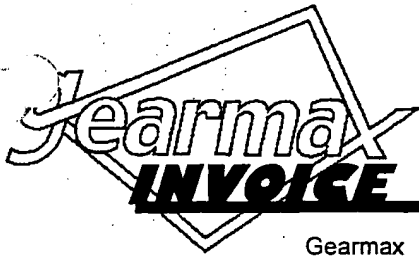
Virginia Saddlery
 115 Broad Street
 Manakin-Sabot, VA 23103

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
11-22-02	Garland		Garland	-	UPS	N30	-

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
1	JBP-BLK	1	Gearmax Equestri Pack			\$39.00	39.00

Subtotal	\$39.00
Tax	0
Shipping	NC
Miscellaneous	0
Balance Due	\$39.00





For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

The Riding Habit
 7 W. Lemon Street
 Beverly Hills, FL 34465

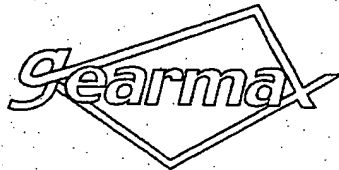
Ship To:

The Riding Habit
 7 W. Lemon Street
 Beverly Hills, FL 34465

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
8-29-02		020799		-	UPS	N30	-

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
2	JBP-BLK	1	Gearmax Equest Packs			\$49	\$98

Subtotal	\$98.00
Tax	0
Shipping	5.09
Miscellaneous	0
Balance Due	\$103.09





For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

Summerfield Saddlery
 7830 Olenthany River Rd
 Columbus, Ohio 43235

Ship To:

Summerfield Saddlery 7830
 Olenthany River Rd
 Columbus, Ohio 43235

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
8-29-02		02085	Sohis	-	UPS	N30	-

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
6	JBP-BLK	1	Gearmax Equest Packs	10%		\$44	264.60

Subtotal	\$264.60
Tax	0
Shipping	9.26
Miscellaneous	0
Balance Due	\$273.86





For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office

804 752-4970 Fax

804 852-4343 Cell

gearmax1@aol.com

Bill To:

Schneider Saddlery
8255 E. Washington Street
Chagrin Falls, OH 44023

Ship To:

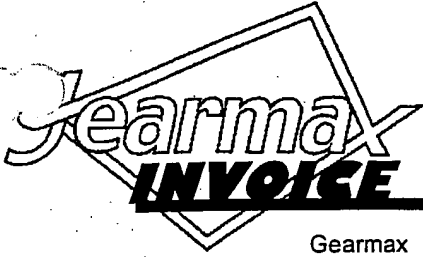
Schneider Saddlery
8255 E. Washington Street
Chagrin Falls, OH 44023

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
8-29-02		02085	Sohis	-	UPS	N30	-

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
2	JBP-BLK	1	Gearmax Equest Packs			\$49	\$98

Subtotal	\$98.00
Tax	0
Shipping	5.09
Miscellaneous	0
Balance Due	\$103.09





For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

Mobile Horse Supply
 2490 S. Highway 419
 Chuluota, FL 32766

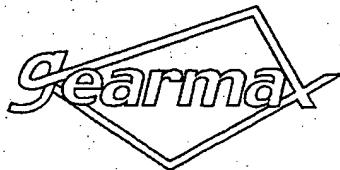
Ship To:

Mobile Horse Supply
 2490 S. Highway 419
 Chuluota, FL 32766

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
8-29-02		021137	Sohis	-	UPS	N30	-

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
2	JBP-BLK	1	Gearmax Equest Packs			\$49	\$98

Subtotal	\$98.00
Tax	0
Shipping	5.51
Miscellaneous	0
Balance Due	\$103.51





For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

Ship To:

Franklin Saddlery
 4100 Telegraph Road
 Bloomfield Hills, MI 48302

Franklin Saddlery
 4100 Telegraph Road
 Bloomfield Hills, MI 48302

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
8-30-02			Denny		UPS	COD	

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
6	JBP-BLK	1	Gearmax Equest Packs			\$44	264.00

Subtotal	\$264.00
Tax	0
Shipping	13.61
Miscellaneous	0
Balance Due	\$277.61





For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

Glisan Street Saddlery
 7817 N. Glisan Street
 Portland, OR 97213

Ship To:

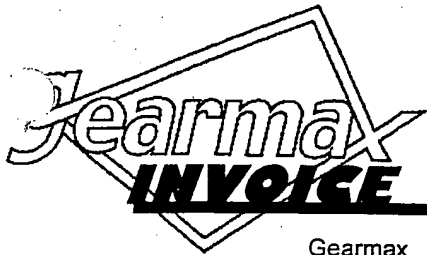
Glisan Street Saddlery
 7817 N. Glisan Street
 Portland, OR 97213

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
8-29-02		020810	Gill	-	UPS	N30	-

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
2	JBP-BLK	1	Gearmax Equest Packs			\$49	\$98

Subtotal	\$98.00
Tax	0
Shipping	13.73
Miscellaneous	0
Balance Due	\$111.73





For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

Dublin Tack Shoppe
 24 No. High Street
 Dublin, Ohio 43017

Ship To:

Dublin Tack Shoppe
 24 No. High Street
 Dublin, Ohio 43017

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
8-22-02			Sohis	-	UPS	N30	-

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
6	JBP-BLK	1	Gearmax Equest Packs			\$44	264.00

Subtotal	\$264.00
Tax	0
Shipping	9.02
Miscellaneous	0
Balance Due	\$273.02





For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

Sea Horse Tack
 5751 Oleander Drive
 Suite 9
 Wilmington, NC 28403

Ship To:

Sea Horse Tack
 5751 Oleander Drive
 Suite 9
 Wilmington, NC 28403

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
9-23-02		020929	Debbie	-	UPS	N30	

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
1	JBP-BLK	1	Gearmax Equest Packs			\$49.95	\$49.95

Subtotal	\$49.95
Tax	0
Shipping	NC
Miscellaneous	0
Balance Due	\$49.95





For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

Valley Tack Shoppe
 6780 Center Road
 Valley City, Ohio 44280

Ship To:

Valley Tack Shoppe
 6780 Center Road
 Valley City, Ohio 44280

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
9-26-02		018931	Danny	-	UPS	N30	-

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
3	JBP-BLK	1	Gearmax Equest Packs			\$49.00	147.00

Subtotal	\$147.00
Tax	0
Shipping	5.98
Miscellaneous	0
Balance Due	\$152.96





For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

The Tack Box
 3424 Roosevelt Hwy
 Colchester, VT 05446

Ship To:

The Tack Box
 3424 Roosevelt Hwy
 Colchester, VT 05446

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
9-23-02		021187	Voneva	-	UPS	N30	-

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
1	JBP-BLK	1	Gearmax Equest Packs			\$49.95	\$49.95

Subtotal	\$49.95
Tax	0
Shipping	4.64
Miscellaneous	0
Balance Due	\$54.59





For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office

804 752-4970 Fax

804 852-4343 Cell

gearmax1@aol.com

Bill To:

Tally Ho Saddlery
10110 Creager Road
Biggs, OK 74421

Ship To:

Tally Ho Saddlery
10110 Creager Road
Biggs, OK 74421

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
9-23-02		021040	Garland	-	UPS	COD	-

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
6	JBP-BLK	1	Gearmax Equest Packs	10%		\$44.50	267.00

Subtotal	\$267.00
Tax	0
Shipping	19.90
Miscellaneous	0
Balance Due	\$286.90





For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

Horse World USA
 12244 Duncan Plains Rd
 Johnstown, OH 43031

Ship To:

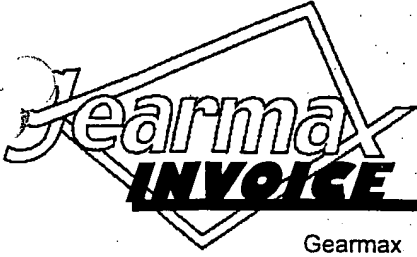
Horse World USA
 12244 Duncan Plains Rd
 Johnstown, OH 43031

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
9-10-02		018945	Denny	-	UPS	N30	-

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
1	JBP-BLK	1	Gearmax Equest Pack			\$49	\$49

Subtotal	\$49.00
Tax	0
Shipping	4.76
Miscellaneous	0
Balance Due	\$53.76





For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

Big Dee's Tack
 9998 St. Rt. 43
 Streetsboro, Ohio 44241

Ship To:

Big Dee's Tack
 9998 St. Rt. 43
 Streetsboro, Ohio 44241

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
9-4-02		018837	Deady	-	UPS	N30	-

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
6	JBP-BLK	1	Gearmax Equest Packs			\$44	\$264

Subtotal	\$264.00
Tax	0
Shipping	9.61
Miscellaneous	0
Balance Due	\$273.61





For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

Alta Saddlery
 3005 East Center
 Anderson, CA 96007

Ship To:

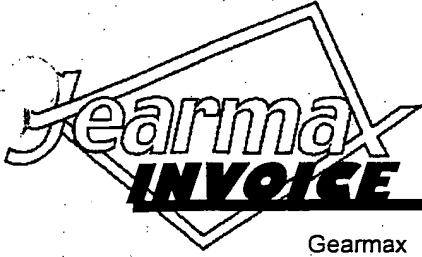
Alta Saddlery
 3005 East Center
 Anderson, CA 96007

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
10/3/02		021051	Gill	-	UPS	N30	

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
1	JBP-BLK	1	Gearmax Equest Pack			\$45	\$45

Subtotal	\$45.00
Tax	0
Shipping	6.08
Miscellaneous	0
Balance Due	\$51.08





For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

American Horse Products
 27959 Cabot Road
 Laguna Beach, CA 92677

Ship To:

American Horse Products
 27959 Cabot Road
 Laguna Beach, CA 92677

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
10/18/02	Diane		Greg Gill	-	UPS	N30	-

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
6	JBP-BLK	1	Gearmax Equest Pack			\$39.00	234.00

Subtotal	\$234.00
Tax	0
Shipping	19.95
Miscellaneous	0
Balance Due	\$253.95





For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

Broken Horn
 1022 Leorita St
 Baldwin Park, CA 91706

Ship To:

Broken Horn
 1022 Leorita St
 Baldwin Park, CA 91706

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
10/18/02	Sally		Greg Gill		UPS	N30	-

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
6	JBP-BLK	1	Gearmax Equest Pack			\$39.00	234.00

Subtotal	\$234.00
Tax	0
Shipping	19.95
Miscellaneous	0
Balance Due	\$253.95





For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office

804 752-4970 Fax

804 852-4343 Cell

gearmax1@aol.com

Bill To:

C&M Equine
27754 Portola
Salinas, CA 93908

Ship To:

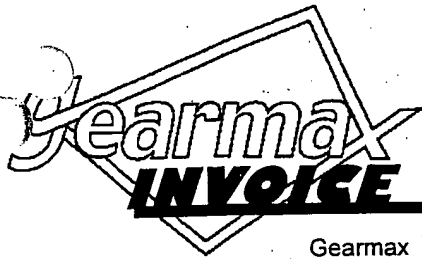
C&M Equine
27754 Portola
Salinas, CA 93908

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
10-25-02	8314842764		Gill	-	UPS	N30	

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
6	JBP-BLK	1	Gearmax Equest Packs			\$39.00	\$234.00

Subtotal	\$234.00
Tax	0
Shipping	\$17.96
Miscellaneous	0
Balance Due	\$251.96





For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

Devco Tack & Feed
 820 West Lafayette
 Medina, Ohio 44256

Ship To:

Devco Tack & Feed
 820 West Lafayette
 Medina, Ohio 44256

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
10-19-02	3307231661	018970	Soltis	-	UPS	N30	-

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
6	JBP-BLK	1	Gearmax Equest Packs			\$39.00	\$234.00

Subtotal	\$234.00
Tax	0
Shipping	9.26
Miscellaneous	0
Balance Due	\$243.26





For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

Equissentials
 3200 Chestnut Street
 Oneonta, NY 14820

Ship To:

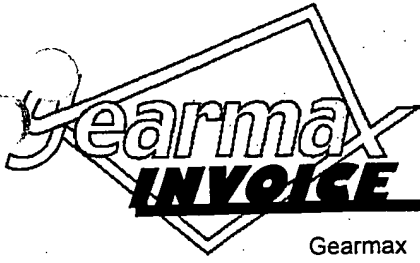
Equissentials
 3200 Chestnut Street
 Oneonta, NY 14820

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
10/10/02	TLGMX	021120	Gill	-	UPS	N30	

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
6	JBP-BLK	1	Gearmax Equest Packs			\$39.95	239.30

Subtotal	\$239.30
Tax	0
Shipping	9.26
Miscellaneous	0
Balance Due	\$248.56





For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

Yankee Spirit Tack Shop
 164 South Main Street
 Romeo, Michigan 48065

Ship To:

Yankee Spirit Tack Shop
 164 South Main Street
 Romeo, Michigan 48065

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
10-9-02	Julie	021201	Soltis	-	UPS	N30	

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
2	JBP-BLK	1	Gearmax Equest Packs			\$49.00	98.00

Subtotal	\$98.00
Tax	0
Shipping	5.30
Miscellaneous	0
Balance Due	\$103.30





For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

Broken Horn
 1022 Leorita St
 Baldwin Park, CA 91706

Ship To:

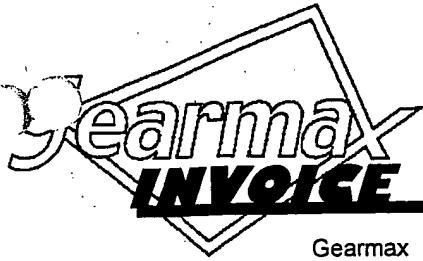
Broken Horn
 1022 Leorita St
 Baldwin Park, CA 91706

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
2.20.3	Sally		Gill	-	UPS	N30	-

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
6	JBP-BLK	1	Gearmax Equest Packs			\$32.00	192.00

Subtotal	
Tax	0
Shipping	20.66
Miscellaneous	0
Balance Due	\$212.66





For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Foxy Horse & Hound
 4241 S. Cheney Spokane Rd. Ste B
 Spokane, WA 99224

Ship To:

Foxy Horse & Hound
 4241 S. Cheney Spokane Rd. Ste B
 Spokane, WA 99224

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
1.27.3		021527	Not Listed	-	UPS	Net 30	-

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
6	JBP-BLK	1	Gearmax Equest Packs			\$32.50	195.00

Subtotal	195.00
Tax	0
Shipping	20.66
Miscellaneous	0
Balance Due	\$215.66



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

Franklin Saddlery
 4100 Telegraph Road
 Bloomfield Hills, MI 48302

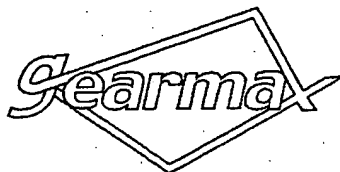
Ship To:

Franklin Saddlery
 4100 Telegraph Road
 Bloomfield Hills, MI 48302

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
1.11.3	Pat	COD	Soltis		UPS	COD	

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
6	JBP-BLK	1	Gearmax Equest Packs			\$39.95	239.70

Subtotal	239.70
Tax	0
Shipping	16.58
Miscellaneous	0
Balance Due	\$256.28





For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Holly's Gwyneed
 Box 296
 Gwyneed Valley, PA 19437

Ship To:

Holly's Gwyne3d
 Box 296
 Gwyneed Valley, PA 19437

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
1.26.3		021542	Not Listed	-	UPS	Net 30	-

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
1	JBP-BLK	1	Gearmax Equest Packs			\$35.00	35.00

Subtotal	35.00
Tax	0
Shipping	4.27
Miscellaneous	0
Balance Due	\$39.27



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Cabin Creek
 210 South Broad Street
 Southern Pines, NC 28387

Ship To:

Cabin Creek
 210 South Broad Street
 Southern Pines, NC 28387

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
2.20.3	910 692-8241	020950	Chandler	-	UPS	Net 30	-

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
3	JBP-BLK	1	Gearmax Equest Packs			\$32.00	96.00

Subtotal	
Tax	0
Shipping	5.93
Miscellaneous	0
Balance Due	\$101.93



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Ship To:

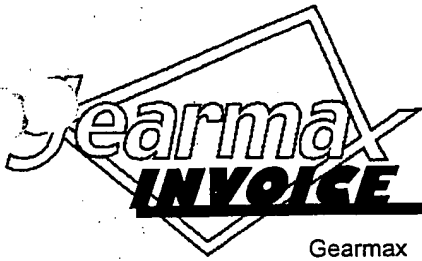
Equus Now
 9042 Cotter Street
 Lewis Center, OH 43035

Equus Now
 9042 Cotter Street
 Lewis Center, OH 43035

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
2.13.3	Attn: Rose	316374	Soltis		UPS	Net 30	

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
12	JBP-BLK	2	Gearmax Equest Packs			\$32.00	384.00

Subtotal	384.00
Tax	0
Shipping	19.16
Miscellaneous	0
Balance Due	\$403.16



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

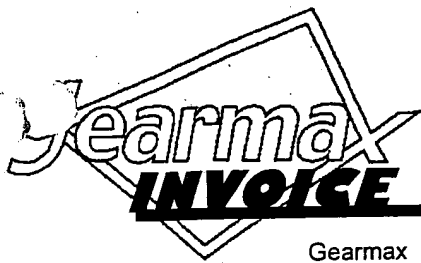
Horse Cents
 6919 Capital Blvd
 Raleigh, NC 27616

Ship To:

Horse Cents
 6919 Capital Blvd
 Raleigh, NC 27616

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
2.20.3	910 878-8225	020734	Chandler	-	UPS	Visa	-
	Julia					43057214674	Exp 4.04

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
6	JBP-BLK	1	Gearmax Equest Packs			\$32.00	192.00
						COD	7.00
						Subtotal	199.00
						Tax	0
						Shipping	7.56
						Miscellaneous	0
						Balance Due	\$206.56



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Purgason's
 4901 Auburn Road
 Summerfield, NC 27358

Ship To:

Purgason's
 4901 Auburn Road
 Summerfield, NC 27358

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
2.12.3	336 843-5353	020733	Chandler	-	UPS	Net 30	-

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
2	JBP-BLK	1	Gearmax Equest Packs			\$39.95	79.90

Subtotal	79.90
Tax	0
Shipping	4.79
Miscellaneous	0
Balance Due	\$84.69



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Southern Saddlery
 PO Box 828
 Aiken, SC 29802

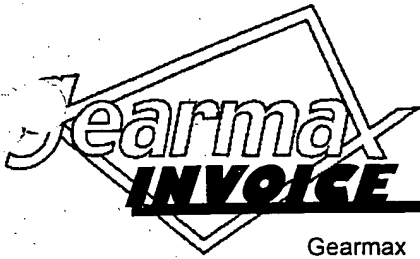
Ship To:

Southern Saddlery
 880 Banks Mill Road
 Aiken, SC 29801

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
2.25.3	Susan	020975	Chandler		UPS	Net 30	

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
3	JBP-BLK	1	Gearmax Equest Packs			\$32.00	96.00

Subtotal	
Tax	0
Shipping	12.82
Miscellaneous	0
Balance Due	\$108.82



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Ship To:

The Tack Room SC
 2530 North Broad Street
 Camden, SC 29020

The Tack Room SC
 2530 North Broad Street
 Camden, SC 29020

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
2.24.3	803 432-2264	020962	Chandler	-	UPS	Net 30	-
	Happy						

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
3	JBP-BLK	1	Gearmax Equest Packs			\$32.00	96.00

Subtotal	
Tax	0
Shipping	5.82
Miscellaneous	0
Balance Due	\$101.82



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Virginia Saddlery
 115 Broad Street Road
 Manakin- Sabot, VA 23103

Ship To:

Virginia Saddlery
 115 Broad Street Road
 Manakin- Sabot, VA 23103

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
2.3.3	021553	021553	Garland	-	Delivered		

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
1	JBP-BLK	1	Gearmax Equest Packs			\$35.00	35.00

Subtotal	
Tax	0
Shipping	
Miscellaneous	0
Balance Due	\$35.00



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Ship To:

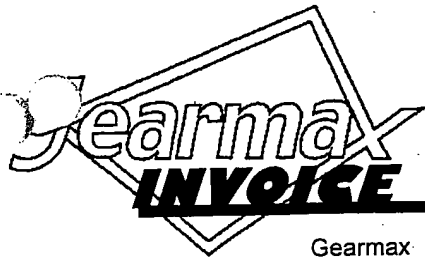
Cabin Branch
 210 South Broad Street
 Southern Pines, NC 28387

Cabin Branch
 210 South Broad Street
 Southern Pines, NC 28387

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
3.12.3	910 692-8241	021996	Chandler	-	UPS	Net 30	-

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
6	JBP-BLK	1	Gearmax Equest Packs			\$32.00	192.00

Subtotal	
Tax	0
Shipping	8.76
Miscellaneous	0
Balance Due	\$200.76



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Ship To:

Dover Saddlery
 525 Great Road
 Po Box 1100
 Littleton, MA 01480

Dover Saddlery
 Smith Brothers
 525 Great Road
 Littleton, MA 01460

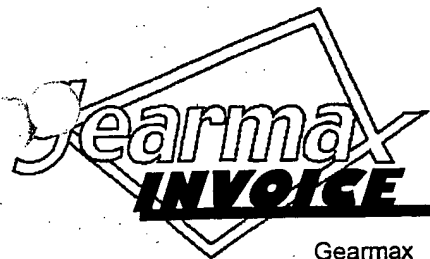
Delivery Window 3.16.3-3.22.3

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
2.27.3	28065		Buck	-	UPS	Net 30	-

Quantity	Dover Item#	Units	Description	Discount %	Taxable	Unit Price	Total
15	0033011	1	Gearmax Equest Packs			\$32.00	480.00
	006-000						

Subtotal	
Tax	0
Shipping	24.28
Miscellaneous	0
Balance Due	\$504.28

Delivery only between 3/16/3 and 3/22/3
 Purchase Order number 28065 must be displayed on the outside of all boxes shipped. Every shipment must include either a packing slip or the this invoice.



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Equissentials
 3200 Chestnut Street
 Oneonta, NY 13620

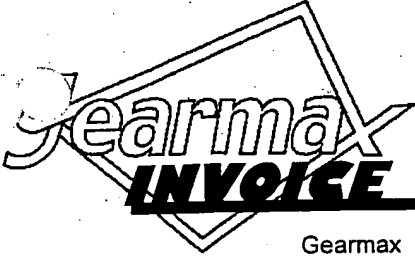
Ship To:

Equissentials
 3200 Chestnut Street
 Oneonta, NY 13620

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
3.12.3	607 432-2951		Chandler	-	UPS	Net 30	-
	Att: T.Jones						

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
12	JBP-BLK	2	Gearmax Equest Packs			\$32.00	384.00

Subtotal	
Tax	0
Shipping	19.16
Miscellaneous	0
Balance Due	\$403.16



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

St. Croix Saddlery
 5960 Hwy 61 North
 White Bear, MN 55110

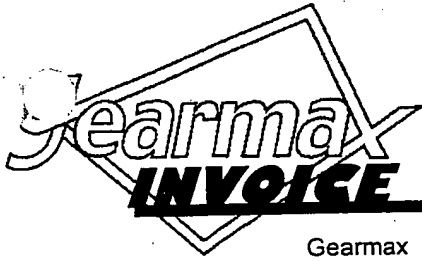
Ship To:

St. Croix Saddlery
 5960 Hwy 61 North
 White Bear, MN 55110

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
3.6.3	952 404-2213	214712	Soltis	-	UPS	Net 30	-
	Attn: Nan						

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
1	JBP-BLK	1	Gearmax Equest Packs			\$35.00	35.00

Subtotal	
Tax	0
Shipping	5.13
Miscellaneous	0
Balance Due	\$40.13



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Tack On Wheels
 PO Box 85
 Clemmons, NC 27012

Ship To:

Tack On Wheels
 3625 Clemmons Road
 Clemmons, NC 27012

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
3.4.3	336 778-1133	020982	Jessica	-	UPS	Net 30	-

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
1	JBP-BLK	1	Gearmax Equest Packs			\$32.00	32.00

Subtotal	
Tax	0
Shipping	4.16
Miscellaneous	0
Balance Due	\$36.16



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

The Atlantic Tack Shack
 347 Arnold Mill Road
 Woodstock, GA 30188

Ship To:

The Atlantic Tack Shack
 347 Arnold Mill Road
 Woodstock, GA 30188

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
3.11.3	770 516-6693	020987	Chandler	-	UPS	COD	-
Susan	Re PO #1187						

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
3	JBP-BLK	1	Gearmax Equest Packs			\$32.00	96.00

Subtotal	
Tax	0
Shipping	5.90
Miscellaneous	0
Balance Due	\$101.90



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Tie Down Saddlery
 239 State Street
 Los Altos, CA 94022

Ship To:

Tie Down Saddlery
 239 State Street
 Los Altos, CA 94022

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
3.31.3	650 948-1719	021817	Gill		UPS	Net 30	-
		Connie					

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
3	JBP-BLK	1	Gearmax Equest Packs			\$35.00	105.00

Subtotal	
Tax	0
Shipping	11.10
Miscellaneous	0
Balance Due	\$116.10



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Dominion Saddlery
 43717 John Mosby Highway
 Chantilly, VA 20152

Ship To:

Dominion Saddlery
 43717 John Mosby Highway
 Chantilly, VA 20152

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
4.7.3	703 327-4423	021630	Bill Chandler	-	UPS	Net 30	-
	Gina						

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
6	JBP-BLK	1	Gearmax Equest Packs			\$32.95	197.70

Subtotal	
Tax	0
Shipping	7.56
Miscellaneous	0
Balance Due	\$205.26



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Ship To:

Dover Saddlery
 525 Great Road
 Po Box 1100
 Littleton, MA 01480

Dover Saddlery
 Smith Brothers
 525 Great Road
 Littleton, MA 01460

Delivery Window 4/28—5/4/3
 Do Not Wait

Delivery Window 4/28—5/4/3 Do Not Wait

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
4.10.3	29340		Buck	-	UPS	Net 30	

Quantity	Dover Item#	Units	Description	Discount %	Taxable	Unit Price	Total
14	0033011	3	Gearmax Equest Packs			\$32.00	448.00
	008-000						

Subtotal	
Tax	0
Shipping	23.97
Miscellaneous	0
Balance Due	\$471.97

Delivery Window between 4/28/3 and 5/04/3 **REQUEST TO SHIP ASAP DO NOT WAIT**
 Purchase Order number 29340 must be displayed on the outside of all boxes shipped. Every shipment must include either a packing slip or the this invoice.



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Sweet Briar College Book Shop
 2420 Chapel Road
 Sweet Briar, VA 24595

Ship To:

Sweet Briar College Book Shop
 2420 Chapel Road
 Sweet Briar, VA 24595

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
4.7.3	PO # 60633	021637	Bill Chandler	-	UPS	Net 30	-
	434 381-6106						

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
6	JBP-BLK	1	Gearmax Equest Packs			\$32.00	192.00

Subtotal	
Tax	0
Shipping	7.56
Miscellaneous	0
Balance Due	\$199.56



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Ship To:

The Rusty Stirrup
 1712 Park Avenue
 Orange Park, FL 32073

The Rusty Stirrup
 1712 Park Avenue
 Orange Park, FL 32073

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
4.14.3	904 269-0601	021641	Bill Chandler	-	UPS	Net 30	-
	Paula						

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
1	JBP-BLK	1	Gearmax Equest Packs			\$32.00	32.00

Subtotal	
Tax	0
Shipping	4.71
Miscellaneous	0
Balance Due	\$36.71



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Ship To:

Bridle Path
 590 Ada Drive
 Ada, MI 49301

Bridle Path
 590 Ada Drive
 Ada, MI 49301

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
5.27.3	616 676-0020	022276	D. Soltis		UPS	Net 30	-

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
1	JBP-BLK	1	Gearmax Equest Packs			\$35.00	35.00

Subtotal	
Tax	0
Shipping	4.71
Miscellaneous	0
Balance Due	\$39.71



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Ship To:

Dover Saddlery
 525 Great Road
 Po Box 1100
 Littleton, MA 01480

Dover Saddlery
 Smith Brothers
 525 Great Road
 Littleton, MA 01460

Delivery Window 5/17-5/23

Delivery Window 5/17-5/23

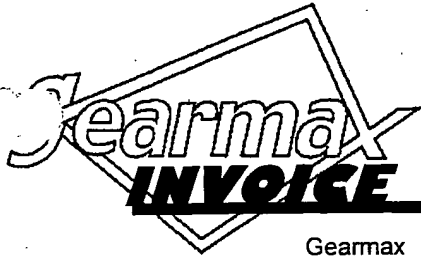
Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
5.8.3	30563		Buck	-	UPS	Net 30	-

Quantity	Dover Item#	Units	Description	Discount %	Taxable	Unit Price	Total
18	0033011	3	Gearmax Equest Packs			\$32.00	576.00
	008-000						

Subtotal	
Tax	0
Shipping	28.76
Miscellaneous	0
Balance Due	\$604.76

Delivery Window between 5/17/3 and 5/23/3

Purchase Order number 30563 must be displayed on the outside of all boxes shipped. Every shipment must include either a packing slip or the this invoice.



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Ship To:

Hillbrook Tack
 P.O. Box 10524
 Grand Rapids, MI 49458

Hillbrook Tack
 510 68th Street S.W.
 Grand Rapids, MI 49458

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
5.27.3	616 281-0777	022301	D. Soltis	-	UPS	Net 30	-
	Virginia						

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
6	JBP-BLK	1	Gearmax Equest Packs			\$32.00	192.00

Subtotal	
Tax	0
Shipping	9.23
Miscellaneous	0
Balance Due	\$201.23



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Milford Saddlery
 211 E. Livingston
 Highland, MI 48357

Ship To:

Milford Saddlery
 211 E. Livingston
 Highland, MI 48357

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
5.1.3	248 887-8585	022870	Soltis	-	UPS	Net 30	-
	F248 887-0085						

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
2	JBP-BLK	1	Gearmax Equest Packs			\$39.00	78.00

Subtotal	
Tax	0
Shipping	5.39
Miscellaneous	0
Balance Due	\$83.29



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Vendor # 31545

Bill To:

Petsmart
 19601 N. 27th Avenue
 Phoenix, AZ 85027

Ship To:

Petsmart Brockport **Site Destination #0004**
 PM DC Manager
 1989 Transit Way
 Brockport, NY 14420

Date	Your Order #	Inventory Mngr	Sales Rep.	FOB	Ship Via	Terms	Tax ID
2.26.3	451026015	J. Martin	Buck	-	Freight Collect	N30	-
Due 5.12.3							

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
18	EL-BLK	3	Bckpck w/ Hanging Hook			\$30.00	540.00

Subtotal	
Tax	0
Shipping	27.69
Miscellaneous	0
Balance Due	\$567.69

Order not due to customer until 5-12-3 for June Catalog. Inventory Manager Jeanette Martin
Special Instructions Show Order Number 451026015 on ALL CARTONS



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

The Gift Horse Saddlery
 13300 NE 175th Street
 Suite 4
 Woodinville, WA 98072

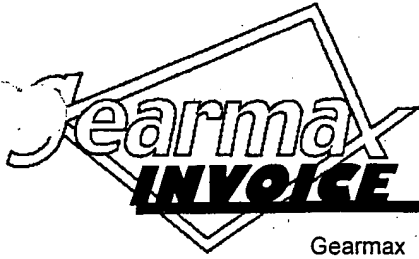
Ship To:

The Gift Horse Saddlery
 13300 NE 175th Street
 Suite 4
 Woodinville, WA 98072

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
5.23.3		022856	Gill	-	UPS	Net 30	-

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
3	JBP-BLK	1	Gearmax Equest Packs			\$35.00	105.00

Subtotal	
Tax	0
Shipping	7.52
Miscellaneous	0
Balance Due	\$112.52



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Willow Brook Tack
 7831 Airport Highway
 Holland, OH 43528

Ship To:

Willow Brook Tack
 7831 Airport Highway
 Holland, OH 43528

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
6.19.3	419 861-6411	022327	Soltis	-	UPS	Net 30	-

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
1	JBP-BLK	1	Gearmax Equest Packs			\$35.00	\$35.00

Subtotal	
Tax	0
Shipping	4.94
Miscellaneous	0
Balance Due	\$39.94



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Bridle Path
 590 Ada Drive
 Ada, MI 49301

Ship To:

Bridle Path
 590 Ada Drive
 Ada, MI 49301

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
6.5.3	616 676-0020	022995	Garland	-	UPS	Net 30	-

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
2	JBP-BLK	1	Gearmax Equest Packs			\$32.00	64.00

Subtotal	
Tax	0
Shipping	5.51
Miscellaneous	0
Balance Due	\$69.51



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Ship To:

Dover Saddlery
 525 Great Road
 Po Box 1100
 Littleton, MA 01480

Dover Saddlery
 Smith Brothers
 525 Great Road
 Littleton, MA 01460

Delivery Window 6/07/03-6/13/03

Delivery Window 6/07/03-6/13/03

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
6.10.3	31196		Buck	-	UPS	Net 30	-

Quantity	Dover Item#	Units	Description	Discount %	Taxable	Unit Price	Total
5	0033011	1	Gearmax Equest Packs			\$32.00	160.00
	008-000						

Subtotal	
Tax	0
Shipping	8.00
Miscellaneous	0
Balance Due	\$168.00

Delivery Window between 6/07/03-6/13/03

Purchase Order number 31196 must be displayed on the outside of all boxes shipped. Every shipment must include either a packing slip or the this invoice.



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Jupiter Tack & Saddlery
 10134 W. Indiantown Road
 Jupiter, FL 33478

Ship To:

Jupiter Tack & Saddlery
 10134 W. Indiantown Road
 Jupiter, FL 33478

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
4.23.3	516 575-7007	0121652	Chandler	-	UPS	Net 30	-

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
1	JBP-BLK	1	Gearmax Equest Packs			\$32.00	32.00

Subtotal	
Tax	0
Shipping	5.13
Miscellaneous	0
Balance Due	\$37.13



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Spectrum Saddle Shop
 6738 N. State Road 7
 Coconut Creek, FL 33973

Ship To:

Spectrum Saddle Shop
 6738 N. State Road 7
 Coconut Creek, FL 33973

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
4.23.3	554 429-8877	021647	Chandler	-	UPS	Net 30	-

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
3	JBP-BLK	1	Gearmax Equest Packs			\$32.00	96.00

Subtotal	
Tax	0
Shipping	6.47
Miscellaneous	0
Balance Due	\$102.47



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

The Paddock Saddlery
 10289 Kinsman Road
 Newberry, OH 44065

Ship To:

The Paddock Saddlery
 10289 Kinsman Road
 Newberry, OH 44065

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
6.13.3	A9G11063	021647	D. Soltis		UPS	Net 30	
	Carev						

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
6	JBP-BLK	1	Gearmax Equest Packs			\$32.00	192.00

Subtotal	
Tax	0
Shipping	9.23
Miscellaneous	0
Balance Due	\$201.23



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Ship To:

Dover Saddlery
 525 Great Road
 Po Box 1100
 Littleton, MA 01480

Dover Saddlery
 Smith Brothers
 525 Great Road
 Littleton, MA 01460

Delivery Window 7/29/03—8/04/03

Delivery Window 7/29/03—8/04/03

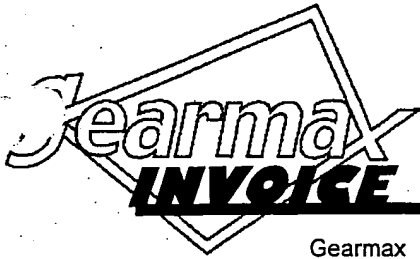
Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
7.29.03	32997		Buck	-	UPS	Net 30	-

Quantity	Dover Item#	Units	Description	Discount %	Taxable	Unit Price	Total
6	0033011	1	Gearmax Equest Packs			\$32.00	192.00
	008-000						

Subtotal	
Tax	0
Shipping	8.00
Miscellaneous	0
Balance Due	\$200.00

Delivery Window between 6/07/03-6/13/03

Purchase Order number 31196 must be displayed on the outside of all boxes shipped. Every shipment must include either a packing slip or the this invoice.



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Vendor # 31545

Bill To:

Petsmart
 19601 N. 27th Avenue
 Phoenix, AZ 85027

Ship To:

Petsmart Brockport Site Destination #0004
 PM DC Manager
 1989 Transit Way
 Brockport, NY 14420

Date	Your Order #	Inventory Mngr	Sales Rep.	FOB	Ship Via	Terms	Tax ID
6.10.3	461337859		Buck			N30	
Due 7.23.3.							

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
20	EL-BLK	4	Bckpck w/ Hanging Hook			\$30.00	600.00

Subtotal	
Tax	0
Shipping	33.41
Miscellaneous	0
Balance Due	\$633.41



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Sea Horse Sports
 5751 Oleandor Drive
 Suite 9
 Wilmington, NC 28403

Ship To:

Sea Horse Sports
 5751 Oleandor Drive
 Suite 9
 Wilmington, NC 28403

Date	Your Order #	Our Order#	Sales Rep.	FOB	Ship Via	Terms	Tax ID
7.29.3	910 991.3900	022629	Garland	-		N30	-

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
2	EL-BLK	1	Gearmax Hanging Pack			\$35.00	\$70.00

Subtotal	
Tax	0
Shipping	8.41
Miscellaneous	0
Balance Due	\$78.41



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Ship To:

Dover Saddlery
 525 Great Road
 Po Box 1100
 Littleton, MA 01480

Dover Saddlery
 Smith Brothers
 525 Great Road
 Littleton, MA 01460

Delivery Window 8/10/03-8/16/03

Delivery Window 8/10/03-8/16/03

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
8.13.3	33464		Buck	-	UPS	Net 30	-

Quantity	Dover Item#	Units	Description	Taxable	Unit Price	Total
6	0033011	1	Gearmax Equest Packs		\$32.00	192.00
	008-000					

Subtotal	
Tax	0
Shipping	8.00
Miscellaneous	0
Balance Due	\$200.00

Delivery Window between 8/10/03-8/16/03

Purchase Order number 33464 must be displayed on the outside of all boxes shipped. Every shipment must include either a packing slip or the this invoice.



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Ship To:

The Riding Shop
 93 Jackson Avenue
 Syosset, NY 11791

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
8.10.3	022708		Buck	-	UPS	Net 30	-

Quantity	Dover Item#	Units	Description	Taxable	Unit Price	Total
1		1	Gearmax Equest Packs		\$35.00	35.00

Subtotal	
Tax	0
Shipping	4.67
Miscellaneous	0
Balance Due	\$39.67



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Ship To:

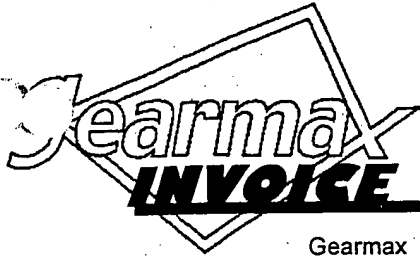
Broken Horn
 1026 Leorita Street
 Baldwin Park, CA 91706

Broken Horn
 1026 Leorita Street
 Baldwin Park, CA 91706

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
9.15.3			Gill	-	UPS	Net 30	-

Quantity	Item#	Units	Description	Taxable	Unit Price	Total
6		1	Gearmax Equest Packs		\$32.00	192.00

Subtotal	
Tax	0
Shipping	20.66
Miscellaneous	0
Balance Due	\$212.66



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

CDI Tack Shop
 2279 East Union Road
 Jefferson, OH 44047

Ship To:

CDI Tack Shop
 2279 East Union Road
 Jefferson, OH 44047

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
9.29.3	Norm		Soltis	-	UPS	Net 30	-

Quantity	Item#	Units	Description	Taxable	Unit Price	Total
1		1	Gearmax Equest Packs		\$35.00	192.00

Subtotal	
Tax	0
Shipping	4.82
Miscellaneous	0
Balance Due	\$39.82



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Ship To:

Crawford Saddlery
 8629 Seminole Trail
 Ruckersville, VA 22968

Crawford Saddlery
 8629 Seminole Trail
 Ruckersville, VA 22968

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
9.29.3	Joe		Gerri	-	UPS	Net 30	

Quantity	Item#	Units	Description	Taxable	Unit Price	Total
6		1	Gearmax Equest Packs		\$32.00	192.00

Subtotal	
Tax	0
Shipping	7.21
Miscellaneous	0
Balance Due	\$199.21



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Ship To:

Franklin Saddler
 4100 Telegraph Road
 Bloomfield Hills, MI 48302

Franklin Saddler
 4100 Telegraph Road
 Bloomfield Hills, MI 48302

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
10.8.3	COD		Soltis	-	UPS	COD	-

Quantity	Units	Description	Taxable	Unit Price	Total
6	1	Gearmax Equest Packs		\$32.00	192.00

Subtotal	
Tax	0
Shipping	16.23
Miscellaneous	0
Balance Due	\$208.23

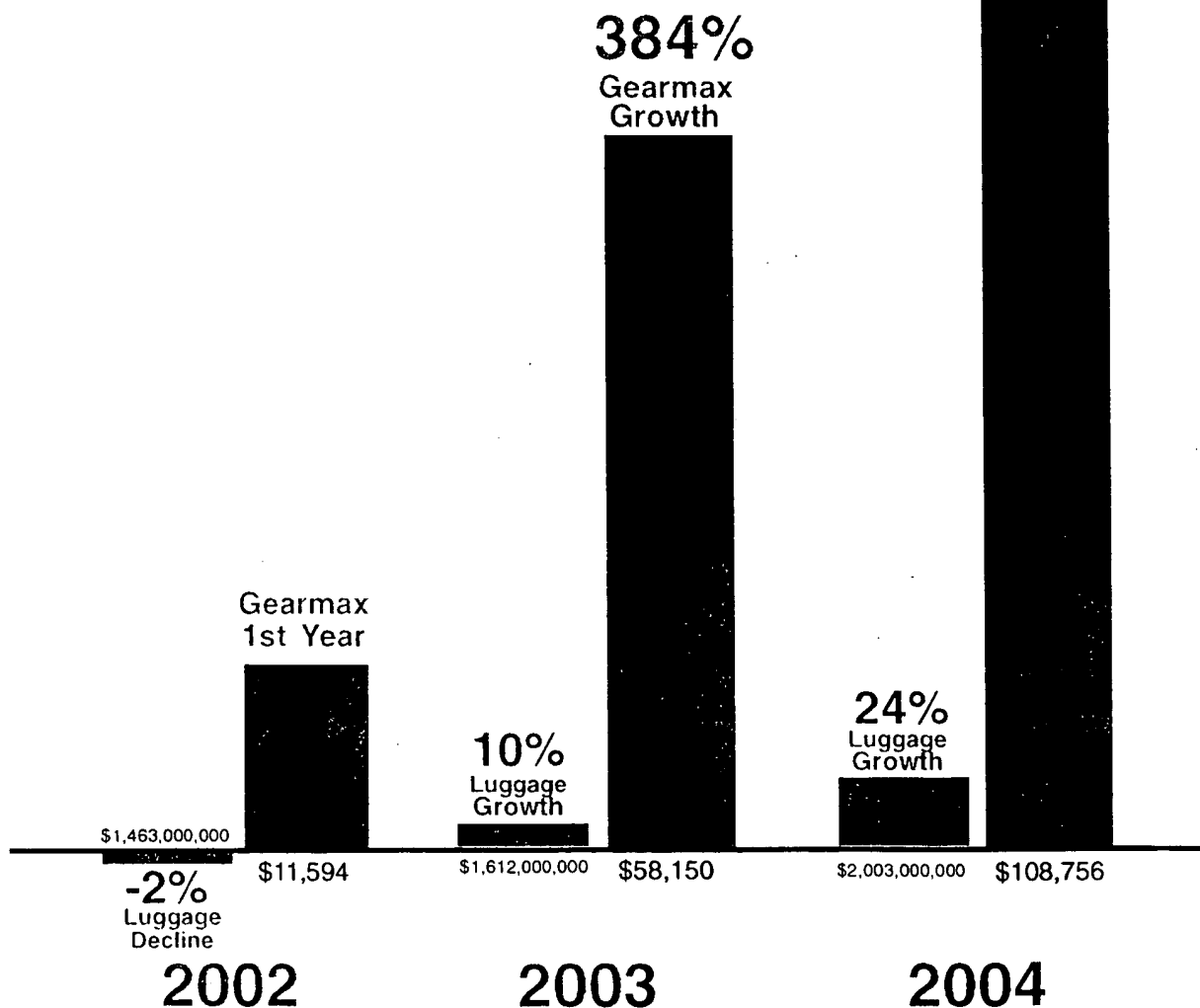
Market Share

U.S. Luggage Stores Sales Comparison

94%
Gearmax
Growth

Year	2001	2002	2003	2004
Luggage Sales (millions)	1499	1463	1612	2003
Percent Change		-2%	10%	24%
Gearmax Sales		\$11,591	\$56,150	\$108,756+
Percent Change			384%	94%

Note: The word Gearmax is the trademark name for the bag defined by the pending claims 24-27,32,34,35,and 37-55 in the US Patent Application 09/995,615.



Source: U.S. Census Bureau



IMPACT MEDIA

November 15, 2004

To whom it may concern:

As a buyer for American Family Fitness, a six location fitness facility in the central Virginia area, I purchased the Gearmax packs because of its unique features. The backpack's unique design that allows it to be unzipped to a hanging locker is especially attractive in a busy locker room. Rather than a member of the club competing for bench space or, having to dress from the pack while it sits on the floor, they can open the pack and hang it on the locker door. The member can then dress into the locker and out of the Gearmax pack with everything at easy reach.

We had to reorder half way through our planned three month promotion after we ran out quicker than we anticipated. This great demand for the product provided the best referral promotion we have had in our twenty-year history.

Best Regards,

Diana Hubbard

Diana Hubbard
Marketing Consultant

Robin Wilson

ROBIN WILSON

My COMMISSION EXPIRES ON 11.30.2005

1901 east franklin street
suite 102
richmond, virginia, 23223
P 804.648.5502
F 804.648.5504

marketing & media consulting



5821 FAIRVIEW RD. SUITE 409, CHARLOTTE, NC
PH: 704.293.1602 FAX: 704.377.1992
CORPORATE OFFICE

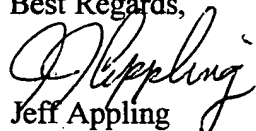
November 23, 2004


To Whom It May Concern:

The Gearmax Pack was selected as the only bag that the Butch Harmon Golf Fitness program will offer for sale to fitness clubs, country clubs and personal training studios. It was selected over other bags on the market because of its unique features. The bag design allows access to loaded contents without having to empty the bag and can be hung by the attached hook placing it up off the floor in clear view.

The Gearmax Pack has received positive responses at trade shows from the vast majority of attendees. The bag will be carried in over one thousand fitness clubs in the near future.

Best Regards,


Jeff Appling
VP of Operations


NOTRE PUBLIC
expires 08-31-08

Please understand that the attached list is NOT a complete list of all of your products which have been selected for our 2005 Annual Catalog, but is a current list of items being considered for which we do not already have cost guarantees in file for next year. Shortly after the product selection process for this catalog has been completed, we will be sending you a complete list of all of your products that will be included in this catalog. Currently, we expect that this will be in January 2005.

Please send your reply to Christine Jolie, and if you have any questions,



GEARMAX
11227 MAYERS RUN DRIVE
ASHLAND VA 23005

(341) DOVER SADDLERY

*** 2005 ANNUAL CATALOG ***

Dear Vendor

We are currently starting to select products for the 2005 Dover Saddlery Annual Catalog.

In previous years we have requested cost information AFTER completing the initial product selection process, however, this year we want to obtain pricing/cost commitments for 2005 BEFORE the product selection process begins.

Given the overall economic climate, pricing stability will be an important factor in deciding which products we include in our 2005 catalog, and therefore, we strongly encourage you to hold your 2004 prices through the end of our 2005 catalog. In this uncertain economic environment, Michele, Jonathan and I will be reviewing our product costs very carefully, as costs will play an even more critical role in product selection for this upcoming catalog. To a very large extent products are selected based on the discount that we receive for the FULL catalog year, and therefore, we would ask that you offer us the maximum discount opportunity for the time period of March 1st 2005 through February 28th 2006 for each of the products on the attached sheet(s).

At this stage we are requesting complete cost information on all of the attached items. If we are unable to obtain cost guarantees on these items promptly, this may result in the items not being included in the catalog. We will be sending additional requests for pricing/cost information on NEW items during the Fall, as we move through the product selection process. Please work directly with the appropriate Buyer on any NEW items that you would like us to consider for our 2005 catalog.

Please remember that the Dover Saddlery catalogs continue to offer you the opportunity to sell your products to the largest number of active riders. By combining sharper more competitive pricing with continued increases in circulation, you can expect that your business with Dover Saddlery will remain strong during the upcoming year.

Over the last 12 months, our sales of your products have been \$7,674.70. This is an increase of 178% over the \$ 2,755.40 from the previous 12 months

Please find attached a list of your products that are being considered for the 2005 Dover Saddlery Annual Catalog. We would be most grateful if you could provide us with the following information for each item within the next 2 weeks.

- COST WITH ALL QUANTITY DISCOUNT INFORMATION
- UNIT OF MEASURE and/or CASE PACKS
- MANUFACTURER'S SUGGESTED RETAIL PRICES
- MINIMUM SELLING PRICE (only with WRITTEN Price Maintenance Policy)
- FREIGHT TERMS & CASH DISCOUNTS

As catalog shoppers are not willing to pay for price increases above the printed price in the catalog, we must request that you hold your prices to us for the whole catalog year.

We believe that 2005 will be somewhat stronger than 2004 and we will look forward to working closely with you to ensure that your items are in stock at all times so that we can maximize our business together. If you assist us with guaranteed pricing and volume discounts, we are sure that your business with Dover Saddlery will remain strong. If you can provide us with this information within the next 2 weeks it will be sincerely appreciated. Please be sure to initial each of the attached pages and sign the last page indicating you will hold prices throughout this catalog.

Please understand that the attached list is NOT a complete list of all of your products which have been selected for our 2005 Annual Catalog, but is a current list of items being considered for which we do not already have cost guarantees in file for next year. Shortly after the product selection process for this catalog has been completed, we will be sending you a complete list of all of your products that will be included in this catalog. Currently, we expect that this will be in January 2005.

Please send your reply to Christine Jolie, and if you have any questions, then please call Christine directly at 978-952-8062 X239. Thank you very much.

Yours sincerely,

Stephen L. Day
President

DOVER SADDLERY
525 Great Road, P.O. Box 1100, Littleton MA 01460
Tel (978) 952-8062 Fax (978) 952-8066

License Agreement Offer B

License Agreement Offer B

October 30, 2003 License Agreement was offered by a top producer of bags both for retail and advertising specialty sales. The company was founded in the 50's and has a 50,000+ square foot facility in China and US headquarters is over 150,000 square foot with over 400 employees world-wide.

EXCLUSIVE LICENSING, DISTRIBUTION AND MANUFACTURING AGREEMENT

This Exclusive Licensing, Distribution and Manufacturing Agreement (this "Agreement") is made and entered into by Kenneth B. Albritton and Gearmax, Inc, Virginia corporation with their offices at 11227 Mayer Run Drive, Ashland, VA 23005 (collective the "Licensor") and [REDACTED]

1 RECITALS

- 1.1 The Licensor has the trademarks and patents either issued or pending listed on Exhibit A hereto (the "Intellectual Property").
- 1.2 The Licensor wishes to license the Intellectual Property and any future patents, copyrights or trademarks of the Licensor or any modifications to or improvements on any of the Intellectual property or any future patents, copyrights or trademarks (the "Licensed Property") to the Licensee.
- 1.3 The Licensee wishes to enter into this Agreement in order to obtain the exclusive license to market any and all products arising from or based upon the Licensed Property (the "Product) to the Advertising Specialty Industries and shared sales rights for retail sales in the United States, the European Union, all other countries of Europe, all of continental Asia, Australia, New Zealand, all Pacific Islands and Japan ("Licensed Areas") in accordance with the terms and conditions set forth in this Agreement until the Licensee has paid \$7,000 in royalties for 3 consecutive months. After that date the licensee will assume full responsibility for all retail sales and Advertising Specialty Industry sales. Once the Licensee assumes full sales responsibilities for all sales, existing accounts opened and sold by the Licensor will be handled as existing accounts of the Licensor and a commission of 5% will be paid on sales to these accounts as well as royalties.
- 1.4 The Licensor wishes to enter into an exclusive manufacturing arrangement with the Licensee by which the Licensee shall produce all of the products arising from or related to the Licensed Property for the prices set forth on Schedule 1 hereto and upon the terms set forth in this Agreement (the "Exclusive Manufacturing Rights).
- 1.5 The Licensee shall agree to provide the support of the products produced from or marketed under the Licensed Property as provided in this Agreement and to pay royalties to the Licensor as provided in this Agreement.
- 1.6 Licensee has agreed to actively sell, promote, include in the next available catalog, display at shows, and inventory for ASI sales. For Sales at retail (either direct to retailers or through other manufacturers) the Licensee agrees to actively sell and promote the products for sales through these retail channels and/or manufacturers. The Licensee agrees to outline a plan for the sales approach to potential clients and to update the Licensor as to the results of these sales efforts. This outline is Addendum A.

1.7 In consideration of the forgoing and for other good and valuable consideration, the parties hereto have agreed to enter into and be bound by this Agreement.

2 LICENSED PROPERTY

2.1 Licenser represents and warrants that it is the sole and exclusive owner of patent application 0020074199 and that it is diligently pursuing the issuance of the patent for the inventions and innovations set forth in that patent application (the "Patent").

2.2 Licenser further represents and warrants that it has been issued a Trade mark for the Gearmax Trademark by the United States Patent and Trademark office as registration number _76/218478 on _Gearmax_ ("Gearmax Trademark").

2.3 Licenser further represents and warrants that it has applied for a trade mark with the United States Patent and Trademark Office for the trademark on Baby gear as set forth on Exhibit C hereto on June 18, 2003 ("Babymax Trademark").

2.4 Licenser further represents that the Patent, the Gearmax Trademark and the Babymax Trademark are the only patents or trademarks which the Licenser has applied for or been granted pertaining to bags and backpacks and make up all of the Intellectual Property.

2.5 The Licenser hereby grants to the Licensee full and exclusive license and authority to produce and market any Product arising from or bearing any trademark making up the Licensed Property, together with any and all improvements thereto developed by Licenser in the future in the Licensed Areas.

2.6 Licenser agrees to cooperate with Licensee such that Licensee may enjoy to the fullest extent the rights conveyed hereunder. In furtherance thereof, Licenser shall duly pursue the prosecution of all patents and trademarks included in or related to the Licensed Property.

2.7 Licenser warrants and represents that a) it has not entered into any assignment, contract, or understanding in conflict herewith; b) it has at no time filed, or caused to be filed, applications for patents, or obtained in its name, or caused to be obtained in the name of others, any patents or trademarks in the United States or elsewhere based on or covering the Licensed Property, except as set forth in Sections 2.1, 2.2 and 2.3; c) none of the Licensed Property infringes on any trademark or patent or pending patent issued or filed by any party other than the Licenser and to best of the knowledge of the Licenser the Licensed Property is not derived from any copyright, trademark or invention of any person other than Licenser.

2.8 Licensor represents and warrants that it has the full right and power to grant the license set forth in this Agreement and has sole and absolute title to the Licensed Property free of all liens or encumbrances.

3 EXCLUSIVE RIGHT TO MANUFACTURE

3.1 Licensor grants to Licensee and any of its subsidiaries an exclusive license to manufacture the Products. Licensor shall not directly or indirectly manufacturer the Product itself or through any third party prior to the Termination Date hereof.

3.2 In consideration of such exclusive right to manufacture the Product the Licensee agrees to supply the Product to the Licensor for the prices set forth on Schedule 1 for a period of one year at which time such price shall be adjusted to reflect the actual costs incurred by the Licensee to produce the Product with an appropriate profit margin. Schedule 1 will be completed when final product design and quotes are secured.

3.3 All Product purchased by the Licensor shall be sold on net thirty (30) day terms. The Licensee shall provide packing materials and shall ship the Product as directed by the Licensor. The cost of packing and shipping shall be invoiced to the Licensor for all items purchased by the Licensor from the Licensee and shall be payable on net thirty (30) day terms.

3.4 The Licensor shall be available to the Licensee to consult, at no cost to the Licensee, in the design, marketing, promotion and production of the Product, at such times and at such place as the Licensee may reasonably request.

3.5 Licensee warrants to Licensor that Product furnished will be new, free from material defects in design (except to the extent designed by Licensor, material and workmanship, and will conform to the standards applicable to other products manufactured by the Licensee; provided that any warranty hereunder shall not extend beyond 360 days from the shipment date.

3.6 The Product sold to Licensor shall be free of any security interest or any other lien.

3.7 Licensee shall commit to provide the following:
Ten (10) Samples of each style of the Product for the Licensor

3.8 Licensor shall not sell Product purchased from Licensee in any of the Licensed Areas.

3.9 Licensee may use the Licensed Property trademarks on all of the Products and any identifying tags, packaging, promotional and distribution material related to the Product and may in addition use any of Licensees own trademarks on the Product.

3.10 Licensor may return to Licensee for repair or any Product which does not conform to the limited warranty provided in this Section 3 with customary freight expenses to be paid by

Licensee for such return. The remedies set forth in this Section 3.10 are Licensor's sole and exclusive remedies for breach of the warranties set forth in this Section 3 and Licensee's sole and exclusive obligation regarding any breach of such warranties.

3.11 EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 3, LICENSEE MAKES NO WARRANTIES REGARDING THE PRODUCT AND THE LICENSEE HEREBY DISCLAIMS ANY AND ALL SUCH OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, WHICH ARE ALL HEREBY EXCLUDED.

4 EXCLUSIVE RIGHT TO SELL TO LICENSED AREAS

4.1 The Licensee shall have the exclusive right to sell the Product and use the Licensed Property in the Licensed Areas; this is in addition to the rights granted under Section 3 as to the exclusive right to manufacturer the Product.

4.2 Licensor agrees not to sell, either directly or through any other person, any Product or use the Licensed Property in conjunction with any sales or marketing in the Licensed Areas during the terms of the Agreement and as provided in Section 10.4 of this Agreement.

4.3 Licensor may offer any warranty which it deems reasonable to its customers; provided that the Licensee shall not be bound by any such warranty and the Licensor acknowledges that the only warranty give to Licensor by Licensee is set forth in Section 3 hereof.

5 PERMITTED SUBLICENSES

5.1 With the prior consent of the Licensor, which will not be unreasonably withheld, the Licensee may sublicense the Licensed Property to third parties for any purpose consistent with the Licensed Property in the Licensed Areas ("Permitted Sublicensee").

5.2 Each Permitted Sublicensee shall agree as a condition of its sublicense to pay royalties mutually agreed to among the Licensor, the Licensee and Permitted Sublicensee.

6 INSURANCE

6.1 The Licensee shall maintain such product liability insurance as is common for similar manufacturers of similar Products.

6.2 The Licensee shall name the Licensor as an additional insured under any such product liability insurance during the terms of this Agreement.

7 ROYALTY PAYMENTS

- 7.1 The Licensee shall pay to the Licensor, as the exclusive payment for the license granted under this Agreement to the Licensed Property, a royalty fee equal to 2.00% of the wholesale price of any Product sold by the Licensee. That royalty shall rise to 4.00% of the wholesale price of any Product sold by the Licensee, once the Patent has been issued by the United States Patent and Trademark Office and no appeal from the decision of the United States Patent and Trademark Office is outstanding.
- 7.2 In no event shall the amount paid by the Licensee to the Licensor be less than \$0.25 for every item of the Product sold prior to the Patent being issued and \$0.50 for every item of the Product sold after the Patent has been issued by the United States Patent and Trademark Office and no appeal from the decision of the United States Patent and Trademark Office is outstanding. These royalty rates are based on the current Gearmax items. In the future new item development will require specific agreements or the royalty rate will revert to the basic royalty percentages outlined in this agreement.
- 7.3 The Licensee shall not pay any royalty upon any Product sold to or through the Licensor.

8 ACCOUNTING.

- 8.1 Licensee shall pay all royalties and other payments due hereunder in US dollars within thirty (30) days of the end of each fiscal quarter of the Licensee to the Licensor.
- 8.2 Licensor shall accept a late payment provided such payment includes all overdue royalties or other payments due.
- 8.3 Licensee shall deliver with each payment a written report certified by an officer of Licensee which shall contain the following information:
- (a) a description of each type of Product sold by the Licensee;
 - (b) the quantity sold or otherwise transferred during the accounting period of each type of Product;
 - (c) the sum of the wholesale price for the entire quantity of each type sold;
 - (d) the amount of royalties due for each type of Product calculated as a percentage of wholesale price and by quantity as provided in Section 7; and
 - (e) the aggregate amount of all royalties due.
- 8.4 Licensee shall keep records in accordance with generally accepted accounting principles and in sufficient detail to permit the determination of royalties due to Licensor. Such records shall include, but not be limited to, detailed records supporting the information provided under Section 8.3
- 8.5 Upon thirty (30) days written notice for an audit, Licensee shall permit auditors designated by Licensor necessary, to examine, during ordinary business hours, records and materials of Licensee for the purpose of verifying compliance with this Section 8 of this Agreement.

8.6 Each party shall pay the costs that it incurs in the course of the audit. However, in the event that the audit establishes underpayment greater than five percent (5%) of the royalties due, Licensee shall reimburse Licensor for the cost of the audit; provided, however, such reimbursement shall not exceed the amount of the underpayment.

9 TERM; TERMINATION

9.1 The license granted herein and the Exclusive Manufacturing rights granted herein shall remain in effect for a period of three (3) years from the Effective Date, unless earlier terminated under the provisions of this Agreement ("Termination Date") and shall automatically renew at the end of the initial term and at the end of each term thereafter for one (1) year unless terminated by Licensor under Section 9.3 of this Agreement or unless Licensee sends a notice of termination under Section 9.2 prior to the end of the then current term.

9.2 Licensee may terminate the license granted herein by giving notice in writing to Licensor no later than thirty (30) days prior to the Termination Date set forth in the notice. Any such termination shall be irrevocable.

9.3 Licensor shall have the right to terminate this Agreement, or the licenses granted hereunder, if (i) Licensee is more than 60 days in arrears in its payment obligations to Licensor, (ii) Licensee fails to perform under Section 3.7, (iii) Licensee fails to manufacture the Product as provided in Section 3 and (iv) provided that the Licensor shall give the Licensee prior written notice of any condition of termination set forth in this Section 9.3 (the "Termination Notice") and the Licensee shall have the right to cure such breach within sixty (60) days after mailing of the Termination Notice, which shall specify the nature of such breach. Such period to cure after any Termination Notice shall be extended if the breach is the subject of a good faith dispute between Licensor and Licensee.

10 EFFECT OF TERMINATION

10.1 After the Termination Date:

(a) Within ninety (90) days the Licensee shall cease manufacturing the Product, except to the extent necessary to fulfill any existing orders for the Product from customers of the Licensee or from the Licensor.

(b) Within thirty (30) days, the Licensor shall pay for any Product it has ordered from the Licensee and shall purchase at the wholesale price any other Product manufactured by the Licensee of any nature not sold by the Licensee.

(c) Except for Product manufactured under Section 10.1 (a), Licensee shall cease using any of the Licensed Property in any of its sale material, catalogues or literature.

(d) Licensee shall pay to the Licensor any royalties when due as provided in Section 7, but may withhold from any such payment the amount due from the Licensor under Section 10.1 (b) until paid.

10.2 Except as otherwise provided in Section 10.1 and 10.4 of this Agreement, the parties hereto shall have no further liability to each other of any kind or nature on or after the Termination Date.

10.3 Nothing contained in this Agreement shall give the Licensor any right to any patent, trademark, tradename, copyright or any other invention or innovation by the Licensee all of which are waived by the Licensee. Licensee shall not be required to supply any know how, tools, molds or design elements it has developed for the Product to the Licensor.

10.4 The parties hereto agree not to solicit each others employees during the terms of this Agreement and for two years after the date of Termination hereof and the Licensor agrees not to directly or indirectly market or distribute the Product to or use the Licensed Property with any customer of the Licensee in the Licensed Areas for a period of one (1) year from the Termination Date. This will allow the Licensee appropriate time to move all inventory, in transit inventory and work in process inventory.

11 INTELLECTUAL PROPERTY RIGHTS. The Parties acknowledge that, except as expressly set forth in this Agreement, this Agreement shall not be deemed to have granted: (i) Licensee any rights in or to Licensor's intellectual property which is not part of the Licensed Property or (ii) Licensor any rights in or to Licensee's intellectual property of any kind or nature whether included in or related to the Product. All rights not expressly granted herein are reserved.

12 RIGHT OF FIRST REFUSAL. The Licensor recognizes that the Licensee will expend a great deal of resources under this Agreement and in consideration thereof the Licensor shall not sell any of the Licensed Property or any interest in Licensor's business without first offering to sell such Licensed Property or business interest to the Licensee. The Licensor agrees that if the Licensee does not exercise its right hereunder to purchase the Licensed Property or the business interest in the Licensor, the Licensor will not sell such Licensed Property or business interest in the Licensor for less than the price offered to the Licensee unless it again offers such Licensed Property or business interest at the reduced price to the Licensee.

13 LICENSEE'S AND LICENSOR'S INFORMATION AND NON-DISCLOSURE AGREEMENT.

13.1 The Parties, for their mutual benefit, desire to disclose to one another certain specifications, designs, plans, drawings, software, data, prototypes or other business, technical, and/or marketing plans and strategies, pricing information, customer

information or other business and technical information (hereinafter "INFORMATION"), which INFORMATION is proprietary to the disclosing Party.

- 13.2 INFORMATION disclosed pursuant to this Agreement shall be used only for the purpose of exploring, evaluating and implementing the relationship between the Parties as set forth in this Agreement.
- 13.3 Section 13 shall remain effective for the term of this Agreement and of a period of three (3) years after the Termination Date. This Agreement applies to INFORMATION disclosed by the Parties prior to and during the Term of this Agreement related to the Product, the Licensed Areas and the Licensed Property, including without limitation all customer lists, marketing material, promotional material, designs, techniques, written description or the like and such INFORMATION shall be subject to the confidentiality obligations set forth in this Section 13.
- 13.4 The receiving Party shall hold the INFORMATION in confidence, shall use the INFORMATION only for the purpose set forth in this Agreement shall reproduce the INFORMATION only to the extent necessary for the such purposes and shall not disclose the INFORMATION to any third party without the prior written approval of the other Party. The receiving Party may, however, disclose the INFORMATION to its employees, consultants and contractors (including, without limitation, its legal counsel and accountants) with a need to know; provided, that the receiving Party binds those employees, consultants and contractors to terms at least as restrictive as those stated herein, advises those employees, consultants and contractors of their confidentiality obligations, and indemnifies the disclosing Party for any breach of those obligations.
- 13.5 These restrictions on the use or disclosure of INFORMATION shall not apply to any INFORMATION:
- (a) which is independently developed by or for the receiving Party or its affiliated company; or
 - (b) which is lawfully received free of restriction from another source; or
 - (c) after it has become generally available to the public without breach of this Agreement by the receiving Party or its affiliated company; or
 - (d) which at the time of disclosure to the receiving Party can be demonstrated to have been known to that Party or its affiliated company free of restriction; or
 - (e) which the disclosing Party agrees in writing is free of such restrictions; or
 - (g) which the receiving Party is required to disclose under applicable laws, rules and regulations, provided that the receiving Party shall first notify the disclosing Party of such required disclosure and afford the disclosing Party the opportunity to seek a protective order relating to such disclosure.

Notwithstanding the forgoing, nothing contained herein shall modify or waive the provisions of Section 10.4 of this Agreement.

13.6 Each Party shall protect the INFORMATION disclosed to it by the other Party with at least the same degree of care as it normally exercises to protect its own proprietary information of a similar nature.

14 DISPUTE RESOLUTION

14.1 Any and all disputes between the Licensor and Licensee regarding this Agreement, the obligations hereunder, the Product or the Licensed Property, or any other matter relating to or arising out of this Agreement, shall be resolved by the confidential arbitration process hereinafter described.

14.2 Arbitration shall be conducted in New York, New York.

14.3 Any arbitration pursuant to under this Section 14 shall be held before a panel of three (3) arbitrators who shall be selected from the rolls of the American Arbitration Association ("AAA") and shall be governed by the Commercial Arbitration Rules of the AAA in effect on the date a demand for arbitration is made by either party hereto.

14.4 The arbitrators (a) shall not have the power or authority to add to, alter, amend or modify the terms of this Agreement, (b) shall have no power to award attorney's fees (except as expressly provided below) or punitive or exemplary damages; (c) shall interpret and construe this Agreement in accordance with, and shall be bound by, applicable law as provided herein, and (d) shall render their decision or award no later than thirty (30) days after the final hearing and in all events within twelve (12) months after commencement of the arbitration.

14.5 Except as otherwise set forth herein, each party shall bear its own expenses for counsel and other out-of-pocket costs in connection with any resolution of a dispute, difference or controversy.

14.6 The arbitrators shall make their decision and/or award in accordance with and based upon all the provisions of this Agreement and applicable law, and judgment upon any decision or award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The fees and disbursements of the arbitrators shall be borne equally by the parties.

15 INFRINGEMENT.

15.1 Licensor agrees to indemnify, defend, and hold Licensee and its successors, officers, directors and employees harmless from any and all actions, causes of action, claims, demands, costs, liabilities, expenses and damages arising out of or in connection with any claim that the Licensed Property constitutes an infringement or misappropriation of

any confidential information, trade secret, patent, copyright, trademark, trade name, or other legal right of any third party.

- 15.2 Licensee may institute an action or suit against third parties for infringement of any Licensed Property and defend any action or suit brought by a third party which challenges or concerns the validity of Licensed Property and shall retain eighty percent (80%) of any award after the payment of all related fees and expenses, including legal fees, and shall give the balance to the Licensor. The Licensee may decline to commence any such action and shall request the Licensor to pursue such action. Licensor agrees to take such action, at its own expense, if the Licensee declines to take such action in order to protect and defend its patent rights and trademark rights which make up the Licensed Property so that the Licensee may continue to manufacture and market the Product and use the Licensed Property in the Licensed Areas. If Licensor does not pursue such action the Licensee may terminate this Agreement as provided in Section 9 of this Agreement.
- 15.3 If any portion of the Licensed Property in any action is held to constitute an infringement and its use is enjoined, Licensor shall immediately and at its expense use commercially reasonable efforts to:
- (a) procure for Licensee the right to continue use, sale, and marketing of the Licensed Property and the Product; or
 - (b) replace or modify the Licensed Property with such patent and/or trademarks that is non-infringing, meets the specifications and other requirements of this Agreement, and reasonably serves as a replacement the Licensed Property.

16 MISCELLANEOUS

- 16.1 Notices. Any notice required to be mail hereunder shall be in writing and shall be deemed received (i) three (3) days after it is mailed postage prepaid to the address set forth above for each party or such other address which such party has provided to the other party hereto in writing, (ii) the next day if sent freight prepaid by any nationally recognized overnight delivery service to the addresses as provided in (i) and (iii) when received if delivered by hand to an officer of the party who is receiving the notice.
- 16.2 Licensee shall not assign this Agreement, assign or sublicense any rights under it (other than to Permitted Sublicensees), nor delegate any of its obligations. Any attempt to do so shall be void. Licensor shall not assign this Agreement nor delegate any of its obligations hereunder to any other person. Any attempt to do so shall be void.
- 16.3 Both parties agree not to use or refer to the terms of this Agreement in any promotional activity.

16.4 This Agreement shall not be binding upon the parties until it has been signed herein below by or on behalf of each party. No amendment or modification hereof shall be valid or binding upon the parties unless made in writing and signed as aforesaid.

16.5 If any section of this Agreement is found by competent authority to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such section in every other respect and the remainder of this Agreement shall continue in effect so long as the Agreement still expresses the intent of the parties. However, if the intent of the parties cannot be preserved, this Agreement shall be either renegotiated or terminated.

16.6 This Agreement shall be construed, and the legal relations between the parties hereto shall be determined, in accordance with the law of the Commonwealth of Virginia, as such law applies to contracts signed and fully performed in such State.

16.7 The headings of sections are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed the day and date first written above.

LICENSOR

Kenneth Buck Albritton

Gearmax, Inc.

By: _____

LICENSEE

By _____

License Agreement Offer C

License Agreement Offer C

April 6, 2004 License Agreement was offered by company ranked in the top 10 of the promotional merchandise industry. The company has been in business for over 20 years and in the past year exceeded 100 million in revenue.

April 6, 2004

PRODUCT LICENSING AND ROYALTY AGREEMENT

(Version 1)

**PATENT AND TECHNICAL INFORMATION
LICENSE AGREEMENT**

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PATENT AND TECHNICAL INFORMATION
LICENSE AGREEMENT

This Patent and Technical License Agreement ("Agreement") is entered into -

[REDACTED] (hereinafter sometimes called the "Licensee"), and Gearmax, Inc., a body corporate chartered in and existing under the laws of the Commonwealth of Virginia, and having its principal offices and place of business at 11227 Mayers Run Drive, Ashland, Virginia 23005 (hereinafter sometimes called the "Licensor").

I. Background of Agreement

- 1.00 Licensor warrants and represents that it is the sole owner subject to existing Patent License Agreements with other entities, and other License Agreement currently being negotiated with other entities, of all right, title and interest in and to that certain patent application for *Sports Equipment Bag, Organizer and Ventilator*, U.S. Patent Application Serial No. 09/995,615, an application filed in the U.S. Patent & Trademark Office on the 29th of November 2001, based on a provisional patent application that was filed on the 14th of December 2000 and assigned Serial No. 60/255,060 (which patent application is sometimes hereinafter referred to as the "PATENT APPLICATION"), with respect to which the Licensor is prepared to grant a license to Licensee, along with certain other rights to be granted to Licensee related thereto.
- 1.01 Licensee wishes to acquire a license under the PATENT APPLICATION, and the PATENT and certain TECHNICAL INFORMATION from Licensor for the purpose of making, having made, using and selling in the LICENSED FIELD.
- 1.02 Licensor is the developer of and has patent rights pending to a product known as the GEARMAX BACKPACK PRODUCTS;
- 1.03 Licensor wishes to have the LICENSED PRODUCTS (as hereinafter defined) manufactured, marketed, distributed and sold and whereas Licensee possesses considerable expertise in manufacturing, sales and marketing; and Licensor is willing to appoint Licensee as its sales and marketing agent and distributor for the Licensor LICENSED PRODUCTS and grant the Licensee rights to manufacture, sell and market the LICENSED PRODUCTS world-wide on the terms and subject to the conditions of this Agreement.
- 1.04 Licensee desires to acquire from Licensor, and Licensor, pursuant to this Agreement, is willing to grant to the Licensee, a license to manufacture, have manufactured, distribute, offer for sale and sell the LICENSED PRODUCTS throughout the LICENSED TERRITORY subject to the provisions, conditions and terms of this Agreement.

II. Definitions

As used herein, the following terms shall have the meanings set forth below:

- 2.00 For purposes hereof, "LICENSED APPLICATIONS" means the PATENT APPLICATION, any United States patent granted on that PATENT APPLICATION and any foreign patent granted to Licensor upon foreign applications that claim priority from the PATENT APPLICATION, but excludes any patents or patent applications relating to IMPROVEMENTS (as the term "IMPROVEMENTS" is hereinafter defined) now existing or created hereafter and owned or acquired by Licensor or by Kenneth Buck Albritton ("Albritton") during the term hereof, and excludes any continuations, continuations-in-part, divisions, reexaminations or reissues relating to any of the above patent applications or patents.
- 2.01 For purposes hereof, "LICENSED PATENT" means the first United States Patent to be granted upon the LICENSED APPLICATION and any foreign patent granted to Licensor upon foreign applications that claim priority from the PATENT APPLICATION.
- 2.02 For purposes hereof, "LICENSED TERRITORY" means the geographical area licensed.
- 2.03 For purposes hereof, "IMPROVEMENTS" means any present and future inventions and/or developments within the LICENSED FIELD that, when practiced, would infringe one or more of the claims of the PATENT.
- 2.04 For purposes hereof, "TECHNICAL INFORMATION" means:
- (A) all research and development information, know-how, design and technical data disclosed in the LICENSED APPLICATION, and present unpublished research and development information, know-how, trade secrets and technical data (exclusive of raw data forms and data bases) in the possession of Licensor, prior to and during the term of this Agreement, that, when practiced, would infringe the LICENSED PATENT, and is useful in the design, manufacture, production, development, use, sale, application and commercialization of LICENSED PRODUCTS in the LICENSED FIELD, including, but not limited to, information used in determining material and fabric characteristics, ornamentation and utility in the design, production, development, use, sale, application and commercialization of LICENSED PRODUCTS in the LICENSED FIELD, and including, but not limited to, information used in determining material and fabric characteristics, durability and strength for use in the LICENSED PRODUCTS, and which Licensor is not restricted from disclosing by confidentiality agreements with third parties, executed prior to the EFFECTIVE DATE, and
- (B) future unpublished research and development information, know-how, trade secrets and technical data (exclusive of raw data forms and data bases) in the possession of Licensor, developed at the sole expense of Licensee, and related to the LICENSED PATENT, prior to and during the term of this Agreement, which are useful in

the design, manufacture, production, development, use, sale, application and commercialization of LICENSED PRODUCTS in the LICENSED FIELD, and which Licensor is not restricted from disclosing by confidentiality agreements with third parties executed prior to the EFFECTIVE DATE.

- 2.05 For purposes hereof, "LICENSED FIELD" shall mean manufacturing and sales of the GEARMAX BACKPACKS for baby product uses.
- 2.06 For purposes hereof, "NON-LICENSED FIELDS" shall mean manufacturing and sales of the GEARMAX BACKPACKS for luggage, baby product uses and others.
- 2.07 For purposes hereof, "GEARMAX BACKPACKS" shall mean any apparatus that have the dimensions that are not greater than: height-19", width- 19", depth- 12" or less; however in no event shall the term "GEARMAX BACKPACKS" include the NON-LICENSED FIELDS.
- 2.08 For purposes hereof, other products that have dimensions that are greater than: height-19", width- 19", depth- 12", are not included within the LICENSED PRODUCTS.
- 2.09 "EFFECTIVE DATE" means the date that the signature of the Licensor is placed on this Agreement by Licensor and initial payment is received
- 2.10 "NET SALES PRICE" for the purpose of computing royalties hereunder shall mean the gross revenues received for Licensed Products from Unaffiliated third parties on account of sales, leases or fees for Licensed Products or Technology, less defective and non-defective returns, discounts, in amounts customary in the trade, for quantity purchases, or for prompt payment; credits or refunds, not exceeding the original invoice amount, for claims or returns; prepaid outbound transportation expenses; and sale and use taxes imposed by governmental agencies. If Licensed Products are to an Affiliated party, Net Sales shall be determined by the fair market value or last sales price to Unaffiliated third parties.
- 2.11 For purposes hereof, "JOINT VENTURE OR AFFILIATED ENTITY" of a party means a legal entity in which such party directly or indirectly holds more than fifty percent (50%) of either the equity or the voting interest.

III. License Grant; Term of Agreement; Non-Competition

- 3.00 Licensor hereby grants only to Licensee and to the exclusion of Licensor

and all other parties within only the LICENSED FIELD and within the LICENSED TERRITORY, the sole license within the LICENSED FIELD and within LICENSED TERRITORY under the LICENSED APPLICATIONS, LICENSED PATENT, IMPROVEMENTS, and TECHNICAL INFORMATION to make, have made, use and sell LICENSED PRODUCTS during the Term of this Agreement. No license under the LICENSED APPLICATIONS, LICENSED PATENT, IMPROVEMENTS or of the TECHNICAL INFORMATION is granted, and no license should be implied, with respect to activities of Licensee outside of the LICENSED FIELD, LICENSED TERRITORY and LICENSED PRODUCTS.

- 3.01 While this Agreement is in effect, Licensor shall not grant to any person, corporation, partnership, association or other entity a license under the LICENSED APPLICATIONS, LICENSED PATENT, IMPROVEMENTS or TECHNICAL INFORMATION to make, have made, use, offer for sale or sell the LICENSED PRODUCTS within the LICENSED FIELD, nor shall Licensor make, have made, use or sell any LICENSED PRODUCTS within the LICENSED FIELD. Licensor is free to license to others to make, have made, use, offer for sale or sell, *inter alia*, for all products in the NON-LICENSED FIELDS under the LICENSED APPLICATIONS, LICENSED PATENT, IMPROVEMENTS and/or TECHNICAL INFORMATION.
- 3.02 This Agreement and the license and other rights granted pursuant to this Agreement shall commence on the EFFECTIVE DATE, and all of such licenses or other rights, shall continue in effect through the expiration of the LICENSED PATENT (the "Term"), unless the Agreement specifies that such rights shall survive the expiration of the Term.
- 3.03 Future TECHNICAL INFORMATION that is developed or created during the Term of this Agreement by Licensor shall promptly be disclosed in writing to Licensee and thereafter promptly made available to Licensee for its use pursuant to this Agreement.

IV. License Fees, Royalty and Advance Payment on Royalty

- 4.00 Licensee shall, in exchange for this Agreement and Licensor's offer of services under Section 6.04, pay to Licensor as a license royalty, the dollar amounts determined, which license shall be non-refundable, under subsections (i):
- (i) GEARMAX BACKPACKS: The greater dollar amount computed as Seven and a half (7.5%) percent of Licensee's NET SALES PRICE or One Dollar and No Cents (\$1.00) per each unit of LICENSED PRODUCTS that are GEARMAX BACKPACKS sold within the LICENSED TERRITORY during the Term, determined as follows:
- (A) In the first twelve month period of the Term, the greater dollar amount computed as Seven and a half (7.5%) percent of

Licensee's NET SALES PRICE or One Dollar and No Cents (\$1.00) per each unit of LICENSED PRODUCTS that are GEARMAX BACKPACKS sold within the LICENSED TERRITORY, but not less than \$135,000.00;

- (B) In the second twelve month period of the Term, the greater dollar amount computed as Seven and a half (7.5%) percent of Licensee's NET SALES PRICE or One Dollar and No Cents (\$1.00) per each unit of LICENSED PRODUCTS that are GEARMAX BACKPACKS sold within the LICENSED TERRITORY, but not less than \$405,000.00;
- (C) In the third twelve month period of the Term, the greater dollar amount computed as Seven and a half (7.5%) percent of Licensee's NET SALES PRICE or One Dollar and No Cents (\$1.00) per each unit of LICENSED PRODUCTS that are GEARMAX BACKPACKS sold within the LICENSED TERRITORY, but not less than \$810,000.00;
- (D) An advance on first year's Royalty Payments of \$50,000 will be paid Licensor at signing and initiation of agreement.

V. Accounting

5.00 Licensee shall furnish to Licensor a written statement, of all amounts due pursuant to Section 4.00 and 5.00 hereof for the calendar quarterly periods that ended on the last day of the preceding December, March, June and September, respectively, and shall at the same time simultaneously pay to Licensor thereon all amounts due to Licensor for the period then ending on the last day of such preceding December, March, June and September, respectively. In the event that the amounts due under Section 4.00 at the end of any calendar year do not equal the minimum royalty specified in such section for such calendar year, Licensee shall pay to Licensor on the last day of March, following the end of any such calendar year, the amount required to satisfy the minimum royalty obligation for the preceding calendar year. If no royalty is accrued during any calendar quarterly period, a written statement to that effect shall be furnished by Licensee to Licensor.

5.01 Not later than ninety (90) days after the close of each fiscal year of Licensee, Licensee shall have an audited annual report prepared and delivered by a certified public accountant to Licensor, that confirms the audit and the written statements provided to Licensor under Section 7.00, and that certifies as correct the written statements provided to Licensor under Section 7.00, all sales of LICENSED PRODUCTS made during the fiscal year, the corresponding NET SALES PRICE and the royalty paid or to be paid to Licensor.

- 5.02 Payments provided for in this Agreement, when overdue, shall bear interest at a rate equal to nine percent (9.0%) per annum for the time period between the date payment becomes due and the date payment is received by Licensor.
- 5.03 If this Agreement is, for any reason, terminated before all of the payments herein provided have been made (including minimum royalties for the calendar year in which the Agreement is terminated), Licensee shall submit a terminal report and pay to Licensor any remaining unpaid royalty balance within ninety (90) days after the effective date of termination, even though the due date as above provided has not been reached. In the event of a termination of this Agreement, for any reason, prior to the end of a calendar year, any minimum royalty under Section 4.00 above shall be prorated for the fractional year and paid with the terminal report.

VI. Representations and Disclaimer; Maintenance of Rights; Insurance; Indemnity; Consulting; Furnishing of Research

- 6.00 Licensor warrants and represents that Licensor is the assignee from all of the named inventors, whether one or more, of all LICENSED PATENT; that Licensor is an owner of the trade secrets, know-how, data and technology to be shared by Licensor with the Licensee under this Agreement; that Licensor is sole owner of all right, title and interest in and to the LICENSED PATENTS; that Licensor has full and exclusive right to grant the license hereunder and execute this Agreement; and that no other license of any of the LICENSED PATENTS or TECHNICAL INFORMATION (other than to Licensee) for LICENSED PRODUCTS within the LICENSED FIELD will be granted by Licensor after the EFFECTIVE DATE. Licensor further warrants and represents that Licensor is not, as of the EFFECTIVE DATE aware of any actual infringement of the LICENSED PATENTS, reexamination proceeding or the commencement of any claim or counterclaim or other legal proceeding by any other person or entity with respect to the LICENSED PATENT or other rights granted herein, including any action or counter claim for declaratory judgment as to the validity or infringement of the PATENT. Nothing in this Agreement shall be deemed to be a representation or warranty of the validity of any of the LICENSED PATENTS or other rights granted hereunder.
- 6.01 Licensee hereby agrees to indemnify, defend and hold harmless Licensor from and against any and all claims, causes of action, damages, suits, liabilities, costs and expenses asserted against or incurred by Licensor, including reasonable attorney fees, which arise out of any willful or negligent act or omission of Licensee with respect to activities in the LICENSED FIELD, including any claim for death or bodily injury or damage to tangible property. Licensor hereby agrees to indemnify, defend and hold harmless Licensee from and against and all claims, causes of action, damages, suits, liabilities, costs and expenses asserted against or incurred by Licensee, including reasonable attorney fees, which arise out of any willful or negligent act or omission of Licensor with respect to

activities in the NON-LICENSED FIELD, including any claim for death or bodily injury to tangible property.

- 6.02 Licensee shall procure, at its expense, and keep in force at all times while this Agreement is in effect, a standard policy of product liability insurance naming Licensor as an additional named insured, with a financially responsible insurance company, having a liability limit of not less than \$1,000,000.00 combined single limit per occurrence for death, bodily injury and property damage, and not less than \$2,000,000.00 combined single limit in the aggregate for death, bodily injury and property damage within any policy year, subject to a deductible of not more than \$5,000.00 per occurrence. Licensee shall provide to Licensor a certificate of insurance upon execution hereof and from time-to-time thereafter evidencing that such insurance is in full force and effect at all times, as required herein. Every such certificate shall provide that the coverage of Licensor may not be canceled without at least thirty (30) days advance written notice to Licensor.
- 6.03 Licensor shall have the obligation to timely pay all maintenance fees with respect to all of the patents within the LICENSED PATENTS and other rights granted hereunder, at Licensor's expense. If Licensor fails at any time to timely pay any maintenance fee, or if Licensor fails in a timely manner to take any other action in connection with the maintenance or defense of any LICENSED PATENTS or other rights granted hereunder, Licensee may pay such maintenance fee or take such action as is necessary to maintain or defend the LICENSED PATENTS or other rights granted hereunder, in the name of Licensor, and Licensor shall cooperate with Licensee in connection therewith. Licensor's cooperation shall include testimony, preparation of testimony, attendance at trials or depositions, consulting with regard to defense of the patent, responding to discovery requests and review and signing of legal documents, and such cooperation, including the cost of any counsel for Licensor, shall be at Licensor's expense. Licensor shall reimburse Licensee for any costs incurred by Licensee in connection with the payment of any patent maintenance fees within ten (10) days after written demand therefore. Licensee can set-off the amount of any maintenance fees incurred by Licensee against any amounts owed by Licensee to Licensor. Licensor shall provide to Licensee written evidence that Licensor has paid any required maintenance fee, or that Licensor has taken any other action to maintain or defend any patent or other rights licensed hereunder, within a reasonable time after receiving a written request therefore from Licensee. Licensor shall provide to Licensee prompt written notice of the initiation of any re-examination proceeding or the commencement or assertion of any claim, counterclaim or other legal proceeding by any person or entity with respect to the LICENSED PATENTS or other rights granted hereunder, including any action or counterclaim for declaratory judgment as to the validity or infringement thereof.
- 6.04 Services: Contributed Services.
Licensor, as part of the consideration of the Licensor hereunder, has

provided services to assist Licensee in the design, production, development, use, application and commercialization of LICENSED PRODUCTS.

VII Termination

- 7.00 This Agreement shall terminate upon the expiration of the third year immediately following the EFFECTIVE DATE, unless the Agreement is sooner terminated under other provisions of this Agreement. Upon termination of this Agreement for any reason other than expiration or Licensor's default or breach, Licensee shall immediately cease all practice of the LICENSED APPLICATIONS and LICENSED PATENT and will promptly return to Licensor all copies of unpublished TECHNICAL INFORMATION in its possession.
- 7.01 If Licensor or Licensee shall be in default on any obligation hereunder, the other party may, in its discretion, terminate this Agreement by giving sixty (60) days written notice to the other party, specifying the basis for termination. If within sixty (60) days after the receipt of such notice, the party receiving notice shall remedy the condition forming the basis for termination, such notice shall cease to be operative, and this Agreement shall continue in full force.
- 7.02 The following rights and obligations shall be deemed to survive any termination to the degree necessary to permit their complete fulfillment or discharge:
- A. Licensee's obligation to timely have prepared and delivered to Licensor an audited annual report under Section 7.01 and to supply a terminal report as specified under Section 7.03 of this Agreement.
 - B. Licensor's right to receive or recover and Licensee's obligation to pay license fees or royalties (including minimum royalties) accrued or accruable at the time of any termination.
 - C. Licensee's obligation to maintain records under Section 11.00 of this Agreement.
 - D. Licenses, releases and agreements of non-assertion running in favor of customers or transferees of Licensee with respect to products sold or transferred by Licensee prior to any termination and on which royalties shall have been paid as provided in Section 4.01 of this Agreement.
 - E. The obligations of Licensee and Licensor to maintain this Agreement and the records and other items as confidential, under Article XI of this Agreement.
 - F. Licensee's rights to pursue the litigation remedies specified in Article X hereof with respect to infringement occurring before the

termination of this Agreement.

VIII. Litigation

- 8.00. Each party, shall promptly notify the other party in writing of any suspected infringement of the LICENSED PATENT or other rights granted hereunder in the LICENSED TERRITORY, whether within the LICENSED FIELD or not, and shall inform the other party of any evidence of such infringements.
- 8.01 Licensee shall have the first right to institute suit for infringement in the LICENSED FIELD and the LICENSED TERRITORY with respect to the LICENSED PATENTS, or other rights granted hereunder, so long as this Agreement remains in effect. Licensor agrees to join as a party plaintiff in any such lawsuit initiated by Licensee, if requested by Licensee, with all costs, attorney fees and expenses to be paid by Licensee. However, if Licensee does not institute suit for any such infringement within ninety (90) days of receipt of written notice from Licensor of Licensor's desire to bring such suit for infringement in its own name and on its own behalf, then Licensor may, at its own expense, bring suit or take any other appropriate action.
- 8.02 If Licensee recovers any damages or compensation for any action it takes hereunder within the LICENSED FIELD for LICENSED PRODUCTS, Licensee shall, after first deducting all of its costs and expenses including attorney fees in connection with such matter, retain eighty percent (80%) of the balance of such damages or compensation, and shall pay the balance of twenty percent (20%) of such damages or compensation to Licensor. If Licensor recovers any damages or compensation for any action it takes hereunder within the LICENSED FIELD for LICENSED PRODUCTS, Licensor shall retain after deducting all of its costs and expenses, including attorney fees in connection with such matter, eighty percent (80%) of the balance of any damages or compensation it recovers for any infringement, and shall pay the balance of twenty percent (20%) of such damages or compensation to Licensee.

IX. Records; Confidentiality

- 9.00 Licensee and any JOINT VENTURE OR AFFILIATED ENTITY, shall keep accurate records of all operations of Licensee affecting payments hereunder. Licensor, or its authorized agent, shall have the right to examine and audit the records used to prepare the royalty reports upon reasonable notice and during normal business hours, but not more often than once per calendar year, at Licensor's expense, provided however, that Licensor shall not be liable for any cost, expense or loss incurred by Licensee while Licensee shall examine and audit the records. In case of any dispute as to the sufficiency or accuracy of such records, Licensor may have an independent certified public accountant examine and certify such records, at Licensor's expense, provided however, that Licensor shall not be liable for any cost, expense or loss incurred by Licensee relating thereto. Licensor, its agent and any independent certified public

accountant shall agree, at the request of Licensee, to maintain the confidentiality of any records of Licensee so disclosed hereunder. The right to examine and audit records hereunder shall be in effect during the term hereof and for a period of one (1) year thereafter, but only as to any time periods which are open to examination under the last sentence of this section. If Licensor does not examine Licensor's records or question any royalty report within one (1) year from the date thereof, then such report shall be considered final and Licensor shall have no further right to contest such report.

- 9.01 Licensor and Licensee agree that any confidential information including, but limited to, documents, trade secrets, intellectual property devices, prototypes or materials, which are provided by either party hereto to the other, or to the employees or representatives of the other party, during the term of this Agreement, will be held in strict confidence by the recipient for a period of three years after receipt thereof, and the recipient will not copy, disclose, transfer or disseminate, or permit anyone to copy disclose, transfer or disseminate, to any other person or firm, other than the officers or employees, including officers, of Licensee or Licensor, the confidential information so provided, without the prior written consent of the party hereto supplying such items. Neither party hereto shall have any obligation of confidentiality with regard to (a) information lawfully in the public domain at any time, (b) information already known to the recipient prior to the date hereof, (c) information obtained by recipient hereafter from a source having authority to disclose such information and who has acquired it lawfully, or (d) information that is helpful to Licensor or Licensee in the prosecution or defense of litigation.
- 9.02 Licensee shall be permitted to retain any and all technical and manufacturing information for the technical evaluation of the LICENSED PRODUCTS previously provided to Licensee by Licensor, subject to the confidentiality obligations of this Agreement.
- 9.03 Licensee and Licensor agree that this Agreement and all correspondence citing this Agreement shall be kept confidential and that no party shall release any copy of any version of this Agreement or correspondence citing this Agreement to any entity without the written authorization of the other parties.

X. Non-Assignability

- 10.00 The parties agree that this Agreement imposes personal obligations on Licensee and Licensor. Neither Licensor nor Licensee shall assign any rights under this Agreement, not specifically transferable by its terms, without the written consent of the other party, except that: a) Licensor may assign any rights to Kenneth Buck Albritton, his potential heirs or a successor, without the consent of Licensee provided the rights to grant the license herein granted are also assigned and provided further that such assignee accepts in writing the provisions of this Agreement and agrees to be bound in all respects thereby in the place of Licensor; b) Licensee may assign this Agreement in its entirety to a successor; any such assignee

must accept in writing the provisions of this Agreement and agree to be bound in all respects thereby in the place of Licensee.

XI. Severability

11.00 The parties agree that if any part, term or provision of this Agreement shall be found to be illegal or in conflict with any valid controlling law, the validity of the remaining provision shall not be affected thereby.

XII. Waiver-Integration; Alteration

12.00 The waiver of a breach hereunder may be affected only by a writing signed by the waiving party and shall not constitute a waiver of any other breach.

12.01 This Agreement represents the entire understanding between the parties on the subject matter hereof, and supersedes all other agreements, express or implied, between the parties.

12.02 No provision of this Agreement may be altered except by a writing signed by both parties.

12.03 The parties hereto shall not be deemed to be agents of each other or partners or joint venturers with the other; the parties hereto shall be deemed to have an independent contractor relationship at all times.

XIII. Marking

13.00 Licensee shall place in a conspicuous location on products made under the LICENSED PATENTS, a patent notice in accordance with 35 U.S.C. § 287.

XIV. Applicable Law, Recording

14.00 This Agreement shall be construed in accordance with the substantive laws of the State of Virginia.

14.01 The parties to this Agreement agree to execute a short form of this Agreement for purposes of recording under 35 U.S.C. § 261, if requested by any party to this Agreement.

XV. Notices Under the Agreement

15.00 For the purpose of all written communications, notices, payments and statements between the parties, their addresses shall be as set forth in the first paragraph of this Agreement, or any other addresses of which either party shall notify the other party in writing. Any such items sent to Licensor shall be sent to Licensor to the attention of Kenneth Buck Albritton, Vice President, unless Licensee is notified in writing of a different address. Any notices to Licensee shall be sent to the attention of _____ or such other officer of Licensee as Licensee shall

notify Licensor in writing from time-to-time. All notices, payments or statements under this Agreement shall be in writing and shall be sent by first class certified mail, return receipt requested, postage prepaid, to the party concerned. Any such notice, payment or statement shall be considered sent to or made on the day deposited in the mails.

XVI. Binding Effect

16.00 This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assignees.

XVII: Arbitration

17.00 Upon written demand by a Party, any controversy or claim, except claims for equitable relief, arising out of or relating to a breach of this Agreement, shall be settled by arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules. Judgement on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall take place at a mutually convenient location or at the nearest office of the AAA to the office of the defending party. The cost of the arbitration and any facilities shall be borne according to the decision of the arbitrator, who may apportion costs equally or in accordance with any finding of fault or lack of good faith of either party. This Section XIX does not apply to any claim for equitable relief in connection with, arising out of or relating to this Agreement.

XVIII: Titles

18.00 The title of each Article in this Agreement are for the convenience of the parties and are not intended to modify the terms and conditions hereof.

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed by their duly authorized officers on the dates hereinafter set forth.

By: _____(Seal)

Its:

Attest:

Its:

Dated this _____ day of _____.

GEARMAX, INC.

By: _____(Seal)

Kenneth Buck Albritton

Its: Vice President

Attest:

Its:

Dated this _____ day of _____.

Personally came before me this _____ Day of _____, the above named _____ and, _____ as and, respectively, of Gearmax, Inc., to me known to be the person who executed the foregoing instrument on behalf of such corporation and acknowledged the same.

Notary Public, Commonwealth of VIRGINIA

My Commission expires:

Personally came before me this _____ Day of _____, the above named _____ and, _____ as and, respectively, of BD&A Inc., to me known to be the person who executed the foregoing instrument on behalf of such corporation and acknowledged the same.

Notary Public,

My Commission expires:

Invoices



Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

Skate Nation
 4350 Pouncey Tract Road
 Glen Allen, VA 23060

Ship To:

Skate Nation
 4350 Pouncey Tract Road
 Glen Allen, VA 23060

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
12.06.3	Linda		Buck	-	Buck	N30	-

Quantity	Item	Units	Description	Taxable	Unit	Total
10	Black	large	Gearmax X Hockey Pack		\$35.00	\$350.00
12	Blue	small	Gearmax M Sports Pack		\$18.00	\$204.00
1	Black	meduim	Gearmax L Hockey Pack		\$20.00	\$20.00

Subtotal	\$574.00
Tax	
Ship-	No Chg
Miscel-	
Balance	\$574.00





For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Ship To:

Karen Greenwood

Karen Greenwood

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
1/01/04			Buck	-	UPS	Net 30	-

Quantity	Item#	Units	Description	Taxable	Unit Price	Total
1	0033011	1	Gearmax Equest Packs		\$32.00	\$32.00
	008-000					

Subtotal	
Tax	0
Shipping	0
Miscellaneous	0
Balance Due	\$32.00



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Ship To:

Karen Greenwood

Karen Greenwood

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
1/01/04			Buck	-	UPS	Net 30	-

Quantity	Item#	Units	Description	Taxable	Unit Price	Total
1	0033011	1	Gearmax Equest Packs		\$32.00	\$32.00
	008-000					

Subtotal	
Tax	0
Shipping	0
Miscellaneous	0
Balance Due	\$32.00



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

A.A. Collister
 3615 S. Redwood Rd
 Salt Lake City UT 84119

Ship To:

A.A. Collister
 3615 S. Redwood Rd
 Salt Lake City UT 84119

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
2-21-04	1sat0220			-	UPS	Net 30	-
	Cherilyn						

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
6	JBP-BLK	1	Gearmax Equest Packs			\$30.00	180.00

Subtotal	
Tax	0
Shipping	20.70
Miscellaneous	0
Balance Due	\$200.70

September 13,2004

Our records indicate that this balance is still outstanding. . Please remit payment immediately or contact us at the numbers above to resolve any discrepancy. Thank you for your business.

Susan Albritton



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Mary's Saddle and Tack
 2759 SE T V Hwy
 Hellsboro, OK 97123

Ship To:

Mary's Saddle and Tack
 2759 SE T V Hwy
 Hellsboro, OK 97123

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
2-21-04	1sat0220			-	UPS	Net 30	-
	Mary						

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
6	JBP-BLK	1	Gearmax Equest Packs			\$30.00	180.00

Pd # 19354 3/21

Subtotal	
Tax	0
Shipping	20.70
Miscellaneous	0
Balance Due	\$200.70



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Ship To:

Equissentials, Inc
 3200 Chestnut Street
 Oneonta, NY 13820

Equissentials, Inc
 3200 Chestnut Street
 Oneonta, NY 13820

Delivery Window 2/20/04

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
			Buck	-	UPS	Net 30	-
2-20-04	503						

Quantity	Item#	Units	Description	Taxable	Unit Price	Total
12	Equestri-	2	Gearmax Equest Packs		\$32.95	395.40

Pd #7261

Subtotal	
Tax	0
Shipping	20.82
Miscellaneous	0
Balance Due	\$416.22

Paid check #7621 6/5/04



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Bits and Pieces
 2079 N. E. Hwy 20
 Bend , Oregon 97701

Ship To:

Bits and Pieces
 2079 N. E. Hwy 20
 Bend , Oregon 97701

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
2-18-04				-	UPS	Net 30	-
	Sandy						

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
6	JBP-BLK	1	Gearmax Equest Packs			\$30.00	180.00

Subtotal	
Tax	0
Shipping	20.70
Miscellaneous	0
Balance Due	\$200.70

September 13,2004

Our records indicate that this balance is still outstanding. . Please remit payment immediately or contact us at the numbers above to resolve any discrepancy. Thank you for your business.

Susan Albritton



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Amigos Tack Shop
 4908 B. Cannales Rd.
 Connales, NM 87048

Ship To:

Amigos Tack Shop
 4908 B. Cannales Rd.
 Connales, NM 87048

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
2-26-04	Doris			-	UPS	Net 30	-

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
3	JBP-BLK	1	Gearmax Equest Packs			\$33.00	99.00

Subtotal	
Tax	0
Shipping	9.80
Miscellaneous	0
Balance Due	\$108.80

September 13, 2004

Our records indicate that this balance is still outstanding. . Please remit payment immediately or contact us at the numbers above to resolve any discrepancy. Thank you for your business.

Susan Albritton



Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Ship To:

Beth Manion
 8611 West Offner Road
 Peotone, IL 60468

Beth Manion
 8611 West Offner Road
 Peotone, IL 60468

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
2/4/04			Susan	-	UPS	Net 30	-

Quantity	Item#	Units	Description	Taxable	Unit Price	Total
24	0033011	4	Gearmax Equest Packs		\$40.00	\$960.00
	008-000					

Subtotal	
Tax	0
Shipping	44.00
Miscellaneous	0
Balance Due	\$1,004.00



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Ship To:

Dover Saddlery
 525 Great Road
 Po Box 1100
 Littleton, MA 01480

Dover Saddlery
 Smith Brothers
 525 Great Road
 Littleton, MA 01460

Delivery Window 3/1/04-3/07/04

Window Delivery 3/1/04-3/07/04

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
2/13/04	42020	021320041	Buck	-	UPS	Net 30	-
Delivery							
3.1.04-3.7.04							

Quantity	Dover Item#	Units	Description	Taxable	Unit Price	Total
6	0033011	1	Gearmax Equest Packs		\$32.00	192.00
	008-000					

Subtotal	
Tax	0
Shipping	9.23
Miscellaneous	0
Balance Due	\$201.23

Window 3/1/04-3/07/04

Purchase Order number 42020 must be displayed on the outside of all boxes shipped. Every shipment must include a copy of this invoice.



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Country Max
 5930 County Rd 41
 Farmington, NY 14425

Ship To:

Country Max
 5930 County Rd 41
 Farmington, NY 14425

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
4.12.4				-	UPS	Net 30	-
		024513					

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
6	JBP-BLK	1	Gearmax Equest Packs			\$30.00	180.00

Subtotal	
Tax	0
Shipping	9.41
Miscellaneous	0
Balance Due	\$189.41

Pd # 58373



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Ship To:

The Tack Room
 6437 McKinnry sv
 Modesto, CA 95356

The Tack Room
 6437 McKinnry sv
 Modesto, CA 95356

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
4.22.4			Craig	-	UPS	Net 30	-
		024512					

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
6	JBP-BLK	1	Gearmax Equest Packs			\$30.00	180.00

Subtotal	
Tax	0
Shipping	20.70
Miscellaneous	0
Balance Due	\$200.70

Pd ck # 20365



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Lone Oak LTD
 2250 Lands Gap Rd
 Enola, PA 17025

Ship To:

Lone Oak LTD
 2250 Lands Gap Rd
 Enola, PA 17025

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
4.12.4			Vanessa	-	UPS	Net 30	-
		024512					

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
3	JBP-BLK	1	Gearmax Equest Packs			\$33.00	99.00

Subtotal	
Tax	0
Shipping	5.51
Miscellaneous	0
Balance Due	\$104.51



Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Ship To:

Dover Saddlery
 525 Great Road
 Po Box 1100
 Littleton, MA 01480

Dover Saddlery
 Smith Brothers
 525 Great Road
 Littleton, MA 01460

Delivery Window 4/4/04—4/10/04

Delivery Window 4/4/04—4/10/04

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
4/6/4	43152		Buck	-	UPS	Net 30	-

Quantity	Dover Item#	Units	Description	Taxable	Unit Price	Total
6	0033011	1	Gearmax Equest Packs		\$32.00	\$192.00
	008-000					

Subtotal	\$192.00
Tax	0
Shipping	9.23
Miscellaneous	0
Balance Due	\$201.23



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

GiDde Up Barkins Boutique
 PO Box 820
 Phoenix , OR 97535

Ship To:

GiDde Up Barkins Boutique
 PO Box 820
 Phoenix , OR 97535

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
05.05.04			Craig	-	UPS	Net 30	-

Quantity	Item#	Units	Description	Taxable	Unit Price	Total
6		1	Gearmax Equest Packs		\$30.00	180.00

Subtotal	
Tax	0
Shipping	20.70
Miscellaneous	0
Balance Due	\$200.70



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Vendor # 31545

Bill To:

Petsmart
 19601 N. 27th Avenue
 Phoenix, AZ 85027

Ship To:

Petsmart Brockport Site Destination #0004
 PM DC Manager
 1989 Transit Way
 Brockport, NY 14420

Date	Your Order #	Inventory Mngr	Sales Rep.	FOB	Ship Via	Terms	Tax ID
5.11.4	461572034		Buck	-		N30	-
Due 5.18.4							

pdQuantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
12	EL-BLK	2	Bckpck w/ Hanging Hook			\$30.00	360.00

Pd 249232

Subtotal	
Tax	0
Shipping	0
Miscellaneous	0
Balance Due	\$360



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Ship To:

Equissentials, Inc
 3200 Chestnut Street
 Oneonta, NY 13820

Equissentials, Inc
 3200 Chestnut Street
 Oneonta, NY 13820

Delivery Window 6/01/04

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
	Joe	024692	Vanessa	-	UPS	Net 30	-
6-01-04							

Quantity	Item#	Units	Description	Taxable	Unit Price	Total
18	Equestri-	3	Gearmax Equest Packs		\$30.00	540.00

Pd #7261

Subtotal	
Tax	0
Shipping	31.23
Miscellaneous	0
Balance Due	\$571.23



Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Ship To:

Ironbridge Nursery
 12201 Ironbridge Rd
 Chester VA

Ironbridge Nursery
 12201 Ironbridge Rd
 Chester VA

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
6/30/04			Buck	-	UPS	Net 30	-

Quantity	Item#	Units	Description	Taxable	Unit Price	Total
12	0033011	2	Gearmax Equest Packs		\$30.00	\$360.00
	008-000					
			Delivery accepted by Susan 6/04			

Subtotal	
Tax	0
Shipping	0
Miscellaneous	0
Balance Due	\$360.00



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Ship To:

The Tack Room
 5437 McHenry Ave
 Modesto, CA 95356

The Tack Room
 5437 McHenry Ave
 Modesto, CA 95356

Date	Your Order #	Inventory Mngr	Sales Rep.	FOB	Ship Via	Terms	Tax ID
7.28.4	Barbara		Buck	-		N30	-

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
12	EL-BLK	2	Bckpck w/ Hanging Hook			\$30.00	300.00

Pd #20549

Subtotal	
Tax	0
Shipping	96.70
Miscellaneous	0
Balance Due	\$396.70

Thank you for your order!



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Ship To:

Dover Saddlery
 525 Great Road
 Po Box 1100
 Littleton, MA 01480

Dover Saddlery
 Smith Brothers
 525 Great Road
 Littleton, MA 01460

Delivery Window 8/8/04-8/14/04

Window Delivery 8/8/04-8/14/04

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
7/08/04	48286	080820041	Buck	-	UPS	Net 30	-

Quantity	Dover Item#	Units	Description	Taxable	Unit Price	Total
6	0033011	1	Gearmax Equest Packs		\$32.00	192.00
	008-000					

Pd #89759

Subtotal	
Tax	0
Shipping	9.41
Miscellaneous	0
Balance Due	\$201.41

Delivery Window between 8/8 /04—8/14/04
 Purchase Order number 48286 must be displayed on the outside of all boxes shipped. Every shipment must include a copy of this invoice.



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Ship To:

Dover Saddlery
 525 Great Road
 Po Box 1100
 Littleton, MA 01480

Dover Saddlery
 Smith Brothers
 525 Great Road
 Littleton, MA 01460

Delivery Window 7/28/04-7/31/04

Window Delivery 7/28/04-7/31/04

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
7/08/04	48285	080820040	Buck	-	UPS	Net 30	-

Quantity	Dover Item#	Units	Description	Taxable	Unit Price	Total
6	0033011	1	Gearmax Equest Packs		\$32.00	192.00
	008-000					
			Pd # 89759			

Subtotal	
Tax	0
Shipping	9.41
Miscellaneous	0
Balance Due	\$201.41

Delivery Window between 7/28 /04—7/31/04

Purchase Order number 48285 must be displayed on the outside of all boxes shipped. Every shipment must include a copy of this invoice.



Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Vendor # 31545

Bill To:

Petsmart
 19601 N. 27th Avenue
 Phoenix, AZ 85027

Ship To:

Petsmart Brockport **Site Destination #0004**
 PM DC Manager
 1989 Transit Way
 Brockport, NY 14420

Date	Your Order #	Inventory Mngr	Sales Rep.	FOB	Ship Via	Terms	Tax ID
7.20.4	#461594573		Buck	-		N30	-

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
12	EL-BLK	2	Bckpck w/ Hanging Hook			\$30.00	\$360.00

Subtotal	
Tax	0
Shipping	0
Miscellaneous	0
Balance Due	\$360.00

Pd #264362

a-1



Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

Skate Nation
 4350 Pouncey Tract Road
 Glen Allen, VA 23060

Ship To:

Skate Nation
 4350 Pouncey Tract Road
 Glen Allen, VA 23060

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
07.12.04	Wes		Buck	-	Buck	N30	-

Quantity	Item	Units	Description	Taxable	Unit	Total
8	Black	large	Gearmax X Hockey Pack		\$35.00	\$280.00

Subtotal	\$280.00
Tax	
Ship-	No Chg
Miscel-	
Balance	\$280.00

Received 7/12/04





Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

PO # 8244

Bill To:

Ship To:

Thomas Villano
 Promotional Products & Services
 1220 Audubon Drive
 Clarks Summit ,PA 18411

Gretchen Cannon
 Christian Motorcyclists Association
 4278 HWY 71 South
 Hatfield,AZ 71345

Date	Your Order #	Inventory Mngr	Sales Rep.	FOB	Ship Via	Terms	Tax ID
8.31.4	#8244		Buck	-		N30	-

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
40	"L" ORG	7	Bckpck w/ Hanging Hook			\$13.00	\$780.00

Subtotal	
Tax	0
Shipping	122.20
Miscellaneous	0
Balance Due	\$902.20



Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

PO # 6245

Bill To:

Ship To:

Thomas Villano
 Promotional Products & Services
 1220 Audubon Drive
 Clarks Summit ,PA 18411

Tom Villano
 School Colors
 38 Sturges Rd
 Peckville , PA 18452

Date	Your Order #	Inventory Mngr	Sales Rep.	FOB	Ship Via	Terms	Tax ID
8.30.4	#6245		Buck	-		N30	-

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
200		34	"M" Bckpck w/ Hanging			\$18.00	\$3600.00

Subtotal	
Tax	0
Shipping	159.30
Miscellaneous	0
Balance Due	\$3759.30



Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Ship To:

Kathy Moffitt
 BFK Equestrian Enterprises
 268 Lyons Rd
 Basking Ridge NJ 07920
 908-647-5801

Kathy Moffitt
 BFK Equestrian Enterprises
 268 Lyons Rd
 Basking Ridge NJ 07920
 908-647-5801

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
8/18/04	Kathy		Susan	-	UPS	Net 30	-

Quantity	Item#	Units	Description	Taxable	Unit Price	Total
2	0033011	12	Gearmax Equest Packs		\$30.00	\$720.00
	008-000					

Subtotal	
Tax	0
Shipping	18.92
Miscellaneous	0
Balance Due	\$738.92

Kathy,
 I was delighted to wholesale you these bags since you have a school program. In the event that you are looking for any additional items, we have a Paddock Pack also that is the perfect sized smaller back pack in black for the everyday equipment items (helmet, paddock boots, gloves and chaps). It wholesales for \$20 in orders of a dozen or greater. Thank you very much for your order.
 Susan Albritton



Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 gearmax1@aol.com

Bill To:

Skate Nation
 4350 Pouncey Tract Road
 Glen Allen, VA 23060

Ship To:

Skate Nation
 4350 Pouncey Tract Road
 Glen Allen, VA 23060

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
08.20.04	Wes		Buck	-	Buck	N30	-

Quantity	Item	Units	Description	Taxable	Unit	Total
10	Black	large	Gearmax X Hockey Pack		\$35.00	\$350.00

Subtotal	\$350.00
Tax	
Ship-	No Chg
Miscel-	
Balance	\$350.00

By delivery 8.21.04





Gearmax 11227 Mayers Run Drive, Ashland, VA

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@gearmax.com

Bill To:

Butch Harmon Golf
 c/oDavid Dise
 710 Farham Drvice
 Richmond, VA 23236
 804-539-5396

Ship To:

Butch Harmon Golf
 c/oDavid Dise
 710 Farham Drvice
 Richmond, VA 23236
 804-539-5396

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
08.03.04				-	Delivered	30 days	-

Quantity	Item	Boxes	Description	Unit Price	Taxable	Discount	Total
20		3	M series pack	\$20.00			\$400.00
						dscount	120.00
			Delivery accepted by				

Jeff Appling

Subtotal	\$280.00
Tax	-
Shipping	NC
Miscellane-	
Balance Due	\$280.00



For Saddlery & Trade Associates

Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Equus Now
 9042 Cotter Street
 Lewis Center, OH 43035

Ship To:

Equus Now
 9042 Cotter Street
 Lewis Center, OH 43035

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
9.13.4	Attn: Lisa	316374	Susan A	-	UPS	Net 30	-

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
3	JBP-BLK		Gearmax Equest Packs			\$32.00	96.00

Subtotal	96.00
Tax	0
Shipping	9.16
Miscellaneous	0
Balance Due	\$105.16



Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Vendor # 31545

Bill To:

Petsmart
 19601 N. 27th Avenue
 Phoenix, AZ 85027

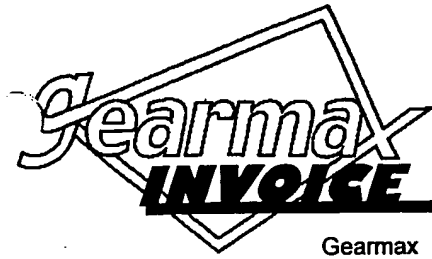
Ship To:

Petsmart Brockport **Site Destination #0004**
 PM DC Manager
 1989 Transit Way
 Brockport, NY 14420

Date	Your Order #	Inventory Mngr	Sales Rep.	FOB	Ship Via	Terms	Tax ID
9.7.4	#461618802		Buck	-		N30	-

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
24	EL-BLK	4	Bckpck w/ Hanging Hook			\$30.00	\$720.00

Subtotal	
Tax	0
Shipping	0
Miscellaneous	0
Balance Due	\$720.00



Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Ship To:

Jim Troosstad
 WM of Colorado Springs
 80 Chambers Street
 Colorado Springs, CO 80907

Jim Troosstad
 WM of Colorado Springs
 80 Chambers Street
 Colorado Springs, CO 80907

Date	Your Order #	Inventory Mngr	Sales Rep.	FOB	Ship Via	Terms	Tax ID
9.27.4	#		Buck	-		N30	-

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
140	WM-GRN	39	Bckpck w/ Hanging Hook			\$23.00	\$3320.00

Subtotal	3320
Tax	0
Shipping	255.53
Miscellaneous	0
Balance Due	\$3575.53



Gearmax 11227 Mayers Run Drive, Ashland, VA 23005

804 798-5583 Office
 804 752-4970 Fax
 804 852-4343 Cell
 Buck@Gearmax.com

Bill To:

Ship To:

R.J. Williams
 Williams Marketing and Sales
 276 East Grove Street
 Clarks Summit ,PA 18411

R.J. Williams
 Williams Marketing and Sales
 276 East Grove Street
 Clarks Summit ,PA 18411

Date	Your Order #	Inventory Mngr	Sales Rep.	FOB	Ship Via	Terms	Tax ID
9.27.4			Buck	-		N30	-

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
12	M- Black	2	Bckpck w/ Hanging Hook			\$19.00	\$228.00

Subtotal	228.00
Tax	0
Shipping	12.06
Miscellaneous	0
Balance Due	\$240.06